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Chancery Judges in the Court of Appeal.

THE SITTING of JOYCE, J., in the Court of Appeal has been rendered possible by the Appellate Jurisdiction Act, 1908, which received the Royal Assent on the 21st of December last. The Judicature Act, 1875, by section 4, made provision for the sitting of judges of the High Court as additional judges of the Court of Appeal, but for some reason, which may have been good at the time, this provision was restricted to judges of the King's Bench Division and the Probate, Divorce, and Admiralty Division. Occasionally in the reports cases occur which shew that the Court of Appeal was thus assisted, but until the recent statute the judges of the Chancery Division have been excluded from rendering assistance. The recent statute altered this by enacting, by section 6, that "the Lord Chancellor may request the attendance at any time of *any judge* of the High Court to sit as an additional judge at the sittings of the Court of Appeal, and any judge whose attendance is so requested shall attend accordingly." The previous enactment left it to the judges of the division to which the request was addressed to select who was to attend, though it terminated with similar words of obligation, as though the judge selected might feel the honour to be too great. This early recourse to the extended operation of the statute appears to indicate that work in the Chancery Division is not so pressing as in the other divisions.

A Blow for the Public Trustee.

WE NOTICED last week the triumphant report of the Public Trustee. Hardly had this new advertisement been issued, when the case of *Re Hope-Johnstone's Settlement Trusts* came before Mr. Justice PARKER. In this case, according to the report in the *Times*, a settlor, who was also a beneficiary under the settlement, had quarrelled with the trustees of the deed, and they had threatened to retire from the trust and appoint the Public Trustee to act in their place. Thereupon the settlor issued a summons to restrain them from doing so. The learned judge held that trustees who desired to retire ought only to resort to the Public Trustee Act, 1906, if there was no other way out of the difficulty. Before doing so, they should first try to find some member of the family who would accept the trust. In the case before Mr. Justice PARKER, the trustees, at his suggestion, consented to continue to act, so no order was made, except as to costs. But what is to be said as to the opinion expressed by one of the most sagacious and unprejudiced judges on the bench as to the inexpediency of giving over trusts to the control of the Public Trustee, if it can be avoided.

Proposed Additional Stamp Duties.

THE CUSTOMS and Inland Revenue Bill, which has been introduced into the House of Commons, proposes some changes in stamp duties which should not be allowed to pass into law without examination. Section 59 of the Stamp Act, 1891, brings within the *ad valorem* conveyance on sale duty, agreements for the sale of property which may, in general, be described as agreements which are not necessarily followed by a conveyance operating on property in this country. Hence, whether the passing of the property is left to the agreement or is effected by conveyance, the revenue gets the *ad valorem* duty. But at present this is limited to agreements made in England, Ireland and Scotland. The present Bill, by clause 7, proposes to remove this limitation, and it looks like another step in the direction of double taxation — here and abroad — a matter which is already productive of a good deal of inconvenience. The other change proposed is perhaps still more open to question. At present, by virtue of section 77 (2) of the Act of 1891, where a lease is chargeable on its primary consideration with *ad valorem* duty, it is not chargeable with further duty in respect of any covenant relating to the matter of the lease. Clause 8 of the Bill proposes that this exemption shall not apply where the covenant, if contained in a separate deed, would be liable to *ad valorem* duty, and the lease, accordingly, is to be further charged with such duty. This seems to intensify the inconvenience as regards stamp duty on covenants for deferred payment to which we called attention last week, and it would be better for the Inland Revenue authorities to attempt a fairer administration of the law rather than to increase its stringency.

Taxation of Costs and Statute-barred Items.

A JUDGMENT of considerable importance with reference to the extension of taxation of a solicitor's bill so as to include statute-barred items has been given by WARRINGTON, J., in *Re Brockman* (1909, 1 Ch. 354), and probably the subject has not before received such full consideration. In *Curwen* v. *Milburn* (42 Ch. D. 424) it was held by the Court of Appeal that, for the purpose of ascertaining the sum for which the solicitor had a lien, the statute must be disregarded. But this was a different matter. A possessory lien, of course, can be exercised without regard to the statute. In *Re Margetts* (1896, 2 Ch. 263), where there was no question of lien, KEKEWICH, J., held that under the common order to tax, obtained under section 37 of the Solicitors Act, 1843, and containing the usual submission "to pay what should appear to be due," the taxing-master properly included statute-barred items; and in *Re Hughes* (Weekly Notes, 1899, p. 125) the same learned judge held that he had no power to introduce into the order words excluding such items. In the present case of *Re Brockman* (*supra*) an attempt has been made to distinguish, where no lien is claimed, between cases where the application for taxation is made before, and where it is made after, a month from delivery of the bill. In the latter case taxation is discretionary, and the court can impose terms; hence it can, it was argued, impose the term that the taxation shall include statute-barred items; in the former case the taxation is of course, and no such term can be imposed. But WARRINGTON, J., held that the distinction is opposed to the settled practice of the court. A client who desires taxation under the Solicitors Act, with the advantages conferred by the Act, must give the usual submission to pay what is due, and this excludes the statute, since debts are none the less due though barred. If the client wishes to obtain the benefit of the statute, he must carefully avoid taxation, and leave the solicitor to bring an action; and according to WARRINGTON, J., as we read his judgment, the client will in the action obtain benefits corresponding to those in taxation, and will also avoid paying statute-barred items.

Agreement to Refer Differences to Foreign Tribunal.

APPLICATIONS TO stay proceedings by a party to a submission, on the ground that the action is brought in respect of a matter agreed to be referred, are familiar to all practitioners in the High Court. These applications are made under section 4 of the Arbitration Act, 1889, which gives the court or a judge a discretion to refuse the application if satisfied that there is no sufficient reason why the matter should not be referred. The tendency of the judges of the High Court has of late been to decline to exercise this discretion, and to refer the parties to the tribunal to which they have agreed to submit their differences. But we continue to hear the argument that to enforce an agreement to refer differences is to oust the jurisdiction of the English courts; and it is rather singular to find two cases under this section where the agreement was to refer differences to a foreign court in the current number of the English Law Reports, *Kirchner* v. *Gruban* (1909, 1 Ch. 413), and in the current number of the Irish Reports, *Limerick Corporation* v. *Crompton* (Irish Reports, 1909, vol. 2, 120). In the first of these cases the agreement was made in Leipzig for the services of the defendant in England, the parties agreeing to submit themselves in all cases of dispute to the exclusive jurisdiction of the Leipzig courts, and to the exclusive applicability of the German law. In the Irish case, the contract in respect of which the action was brought contained a clause that the contract should "in all respects be construed and operate as an English contract, and in conformity with English law." In each case the reference was upheld, and the action was stayed, the courts holding that no cause had been shewn why the parties should not be held to their agreement.

Illness of Magistrate During Preliminary Inquiry into Indictable Offence.

THE ILLNESS of Alderman SMALLMAN while hearing the evidence in the prosecution of Mr. HORATIO BOTTOMLEY, M.P., has raised the question whether the magistrate selected to take his place is bound to rehear the evidence. Mr. BOTTOMLEY is understood to contend that the Treasury who conduct the prosecution are bound to re-open the case and to examine the witnesses *de novo*, so that the substituted magistrate may hear their evidence and note their demeanour while in the witness box. We can find no provision in the Indictable Offences Act, 1848, to warrant this contention. Section 25 enacts that "when all the evidence offered on the part of the prosecution against the accused party shall have been heard, if the justice or justices of the peace then present shall be of opinion that it is not sufficient to put such accused party upon his trial for any indictable offence, such justice or justices shall forthwith order such accused party, if in custody, to be discharged . . . but if in the opinion of such justice or justices such evidence is sufficient to put the accused party upon his trial for an indictable offence, or if the evidence given raise a strong or probable presumption of the guilt of such accused party, then such justice or justices shall by their warrant . . . commit the accused for trial." The accused is entitled to copies of the depositions, and his right to be represented by counsel or by a solicitor is incidentally assumed and has never been disputed in practice. The strongest argument in favour of a rehearing is that the presiding magistrate is constituted by the Act a preliminary judge, and it is his duty to decide whether the accused person shall be detained in custody or admitted to bail. Sir HORATIO DAVIES, who took the place of his brother alderman, has cut this Gordian knot by saying that he shall give his decision on the evidence brought before him. But the general question is one of importance, and it has now been considered by the High Court.

The Decision of the High Court.

WE CONFESS that we have some difficulty in appreciating Mr. Justice PHILLIMORE'S judgment upon the question. In the first place, he cited with approval the observations of COCKBURN, C.J., in *Reg.* v. *Carden* (5 Q. B. D., at p. 5), that, while the court had authority to issue a *mandamus* to hear and determine, they had no authority to control a magistrate in the conduct of the case, or to prescribe to him the evidence which he should receive or reject, as the case might be. That is to say, one would suppose, the court should not interfere until the case before the magistrate was at an end. But then he proceeded to say that, "approaching the case before the court, guided by the considerations he had just read, they had to see whether any case had been made out for interfering with the discretion of the Alderman in the conduct of these proceedings. They saw none. They had found no authority which shewed that if a magistrate took the

course which the applicants here sought to prevent, he would be doing anything that was illegal." And subsequently the learned judge is reported to have said that "They must have regard to convenience, the practice he had mentioned, and the statement of such counsel as Sir HARRY POLAND and Mr. GILL in the argument in *Re Guerin* (see 58 L. J. M. C., at p. 43), where they said: 'The practice in the case of rehearing before another magistrate is to reswear the witnesses and read over their evidence as in *The King* v. *Smith* (22 L. T. 786).' Having regard to this statement and their knowledge of the practice, they did not see any objection in law to prevent the Alderman taking this course on the ground that leading questions and the former answers to them would be put to the witnesses. In refusing the rule they said that this question as to the mode of taking the evidence was one for the discretion of the Alderman." With deference, we venture to think that this judgment can hardly be called a final settlement of the question.

Preferential Debts in France.

THE ENGLISH law, as is well known, gives a preference in the distribution of the property of a bankrupt to claims for rates, taxes and wages; but the French law as to the security of creditors is much more elaborate, and gives a privilege to different classes of creditors in a fixed order of priority. A question with regard to these priorities has just been determined by the Second Chamber of the Tribunal of the Seine. An English lady and her maid made a prolonged visit to one of the more expensive hotels in Paris. After spending money freely and incurring numerous debts, the lady became ill and was removed to a nursing home, where she died soon afterwards, after undergoing an operation. No one from England or elsewhere appeared as her representative, and her hotel bill and other debts remained unpaid. The only assets were the jewels, clothing, and linen of the deceased, which were sold by the official administrator for a sum of rather less than £100. A question arose as to the priority of the claims of the physician and of the hotel keeper, which amounted together to more than the proceeds of the estate. By article 2101 of the Code Civil the following debts are paid in preference out of the moveables of the debtor generally, and rank in the following order: "(1) Costs of the court, (2) funeral expenses, (3) all debts incurred in respect of the last illness . . ." By article 2102 (5) "An innkeeper's bill for board and lodging must be paid first out of the proceeds of the property of a traveller which has been brought into his inn." The argument in favour of the priority of the physician was founded upon the proposition that, the luggage and effects of the deceased having been surrendered by the hotel keeper on the requisition of the official administrator, the lien was irrevocably gone. The lien of a creditor can only be enforced by the possession and sale of the goods subject to it, and when the hotel keeper allowed the luggage to be removed to the public sale rooms, where it was mixed up with other effects of the deceased which were found at the home after her death, the security was lost. This proposition was accepted by the court, who gave judgment in favour of the physician. The decision is an illustration of the maxim *Vigilantibus non dormientibus serviunt jura*, but the case seems to us to be by no means free from hardship.

Plagiarism and Passing off.

PLAGIARISM and what is known as "passing off" are, or may be, both breaches of the copyright law. Plagiarism is necessarily an infraction of an author's copyright; passing off may usually be described as an infraction of a right more analogous to a right in a trade-mark. Plagiarism consists in so using the published literary work of A. as to induce the belief that the result is the work of B. Passing off consists in so using the literary property (commonly a title of a book or serial publication) of A. as to induce the public to buy what is really the work of B., under the belief that it is the work of A., to the pecuniary advantage of B. Two instances of infraction, or alleged infraction, of others' rights have recently occurred, which so aptly illustrate these two wrongs, and the distinction between them, that it is convenient to refer to them together. The subject-matter of the two has as little resemblance as it is possible for two pieces of printed matter to have. Muirhead's Historical Introduction to the Law of Rome and Ally Sloper's Half-holiday are the two instances referred to. In the current (January) number of the *Juridical Review* Professor GOUDY accuses the author of a book entitled The Science of Jurisprudence, recently published in America, with copying wholesale from Muirhead's Law of Rome, the second edition of which was edited by the Professor. He alleges that "not only were the ideas of Muirhead appropriated wholesale, but that his very words, or words of my own in the notes, were in a vast number of cases reproduced, under a thin disguise, without the slightest acknowledgment." We have still to hear the reply which the author of the American book has to this charge, but if it is established, it affords a good instance of plagiarism. The passing off case is *Victure Press* v. *Ross*, reported in the *Times* of February 25th as an action in the Chancery Division in which the plaintiffs claimed and obtained an injunction to restrain the defendant from publishing a periodical in the title of which the name "Ally Sloper" was a prominent feature. The plaintiffs were the publishers of Ally Sloper's Half-holiday and Ally Sloper's Christmas Holidays. For twenty years no other book or periodical had been published having Ally Sloper as part of its title. The defendant now proposed to publish a paper to be called Ally Sloper's Comic Kalendar, &c., and had canvassed for advertisements. The defendant alleged that he was the executor and legatee of the originator of the character of Ally Sloper, and claimed that he was entitled to use the name. JOYCE, J., held, in effect, that this was a case of passing off; "if the defendant were allowed to publish his proposed periodical under the title which he intended to use, that would be calculated to deceive, and the general public would, to some extent and for some time, be likely to be misled into purchasing it by mistake for the plaintiff's.' The plaintiffs were held to be entitled to the injunction they asked for.

Mens Rea.

THE DOCTRINE of *mens rea* had some light thrown upon it indirectly in a recent case before the Judicial Committee of the Privy Council. *Bruhn* v. *Rex* (*Times*, February 27th) was a case on appeal from the Supreme Court of the Straits Settlements. The appellant had been convicted of an offence under section 73 of the Opium Ordinance, 1906. This section provides that if a ship is used for the carriage of any opium, the master and owner are liable to a fine of 5,000 dollars, unless it is proved that every reasonable precaution against the use of the ship for the purpose has been taken, and the ship's officers and crew are not implicated. The appellant was the master of a ship on which, upon arrival at Singapore, some opium was found concealed in one of the boats. Only the appellant and his chief officer were examined as witnesses at the hearing of the charge. The appellant was convicted under section 73, and this conviction was upheld by the Supreme Court. It was now contended, on behalf of the appellant, that there should be proof of *mens rea* in the accused person before he could be convicted of a criminal offence. But Lord ATKINSON, in delivering the judgment of the Board, pointed out that this depended on the terms of the enactment creating the offence. The accused in the present case had not sustained the *onus* which was thrown upon him of proving facts which would excuse what was *prima facie* a crime; "in truth, that objection was but the objection in another form that knowledge was a necessary element in crime, and it was answered by the same reasoning.' The appeal was, therefore, dismissed. The rule that knowledge is not a necessary element in crime has been, in recent times, laid down more than once in regard to the improper sale of liquor under the Licensing Acts. For instance, in *Emary* v. *Nolloth* (1903, 2 K. B., at p. 269) Lord ALVERSTONE said: "If the offence is prohibited in itself, knowledge on the part of the licensee is immaterial." Colonial cases, however, seem to afford more instances of a wider application of the rule. In *Bank of New South Wales* v. *Piper* (1897, A. C. 383) an Australian statute making it an offence to sell mortgaged cattle without the consent of the mortgagee came under consideration, and the Judicial Committee there held that an intent to defraud was not an element of the statutory offence. "The absence of *mens rea*," it was said (p. 389), "really consists in an

honest and reasonable belief entertained by the accused of the existence of facts which, if true, would make the act charged against him innocent," as in the case of selling liquor to a constable apparently not on duty. In short, a mistake, to be relied on as a defence upon an accusation of a criminal offence, must be one of fact, not of law.

A Question for the Court of Cassation.

THE BAR of Paris are at this moment deeply interested in a point of criminal law which will shortly be debated before the Court of Cassation, the last and highest tribunal in France. The question is whether there was a mistrial of one RENARD, a butler, who was recently convicted and sentenced at the Court of Assizes for the murder of his master. The Code of Criminal Instruction contains provisions for the preparation of the annual list of jurors for each department, and for the choosing by lot of the jurors who are to try the case; the verdict of a majority suffices. By clause 394, "The number of jurors necessary to form a jury is twelve, and when it appears that a criminal trial is of such a nature that the hearing is likely to be prolonged, the Court of Assizes, before the jurors are chosen, may order that, independently of the twelve jurors, one or two others shall be selected by lot and shall take part in the hearing." RENARD has appealed to the Court of Cassation on the ground that at the trial three additional jurors were selected and took part in the proceedings, and that this is contrary to clause 394, which limits the number to "one or two." The argument in favour of this construction is a strong one. It is difficult in any interpretation to consider the expressions "one or two" and "three or four" as synonymous. The fact that the prisoner took no objection to the addition of the three jurors is immaterial, for his assent is not required to the order of the court. If the decision of the Court of Cassation should be in favour of the prisoner, it will have merely the effect of quashing the judgment of the Court of Assizes, and the prisoner will be tried again for the offence of which he is accused.

The Dark Side of Trial by Jury.

TRIAL BY jury was, until recently, regarded as an essential part of the administration of justice in all English-speaking communities, and their example, so far as criminal trials are concerned, has been followed by States governed by the civil law. But the institution of juries has of late been subjected to strong criticism, a specimen of which is to be found in the language of those who are opposing the American Bill for the Government of the Panama Canal Zone. By clause 6 of this Bill it is provided "that in all criminal prosecutions in the Canal Zone for felonies, the accused shall enjoy the right of trial by an impartial jury." It is maintained by those charged with the responsibility of the government of the Canal Zone that this provision is impracticable, and that it would result in a travesty of justice, for it would be impossible to obtain any conviction from juries selected from the ordinary inhabitants of the zone. It is pointed out that the population of the Canal Zone is not composed of householders to whom the maintenance of law and order is dear, but is simply a huge camp occupied by a more or less lawless and roving population, and that the prevailing sentiment is far too strongly "against the Government" to make trial by jury practicable. Trial by jury under the existing procedure is granted only by an order of the Executive in cases where a conviction would entail lifelong imprisonment or the penalty of death, and the mode in which justice has been administered has obtained general approval. The opponents of the Bill believe that if the foregoing clause is allowed to stand it will seriously menace the maintenance of law and order.

Right of Alien to Own Land.

A REPORT that a Bill has been introduced in the Cuban Legislature enacting that no foreigner should be capable of holding real estate in the island has recently caused some alarm in the precincts of Copthall-court. We have no knowledge as to whether there is any foundation for this rumour, but many persons in England would be surprised to hear that such a Bill would be in conformity with the common law of England. It is stated by BLACKSTONE that an alien born may purchase lands or other estates, but not for his own use, for the King is thereupon entitled to them. If an alien could acquire a permanent property in lands, he must own an allegiance equally permanent with that property to the King of England, which would probably be inconsistent with that which he owes to his own natural liege lord; besides that thereby the nation might in time be subject to foreign influence and feel many other inconveniences. The reasons which are likely to weigh with those who are in favour of the proposed law in Cuba are probably of a more simple character, but the harsh rules against aliens have been abrogated in England by the Naturalization Act, 1870, and a similar change in the law has taken place in most civilized communities. Aliens are able to hold land in most European countries, either without any conditions or on the condition of reciprocity granted by the Government of the alien State.

The Muddle of the Cause Lists in the King's Bench Division.

WRITING ON this subject towards the end of November last, we said that the legal profession is notoriously long-suffering, but even their patience was being strained to the uttermost by the muddle in which the King's Bench lists had been entangled since the beginning of the sittings. Little, if any, improvement has since occurred, and we publish elsewhere a letter from a well-known firm of solicitors asking whether no one can deliver the profession from the annoyance and confusion caused by the new arrangements. We are often tempted to ask what is the value to the profession of lawyer Members of Parliament—here is a matter which might most properly be brought forward by one of them in the way of a question addressed to the Attorney-General.

Investments of Trust Money on Mortgage.

THE judgment of PARKER, J., in *Shaw* v. *Cates*, reported in the current number of the Law Reports (1909, 1 Ch. 389), is likely to rank as a leading authority on the duties of trustees with reference to the investment of trust money on mortgage. Previously to the Trustee Act, 1888, the duties of trustees in this respect were subject to the general principle that they must act in the conduct of the trust business in the same manner as a reasonably prudent man would do in his own affairs; but there were also some special rules which the learned judge specified at the commencement of his judgment. Trustees "were entitled to rely on expert advice as to the value of the property, but if they did so, it was their duty to see that the expert was properly instructed, that he knew for whom, and with what object, he was advising, and that he was acting independently of the mortgagor. . . . Having thus been advised as to value, they had themselves to determine, and could not delegate it to a third party (even an expert) to determine, what amount they could prudently advance on the security in question." And as to this there was a rule that the advance should not exceed two-thirds of the value in the case of freehold agricultural land, or one-half of the value in the case of house property or buildings used in trade. But the latter branch of the rule was less strictly applied than the former, and especially in the case of house property or trade buildings the method of valuation employed by the expert might properly be considered in determining the margin to be required. "If, for example," said PARKER, J., "the nature and character of the property had already been taken into account by the expert in arriving at the value, there would be less need to take them into account in determining the limit of protection to be required."

The system thus outlined left a good deal to be desired in the interest of the trustee; in particular, in that he was required to exercise his own judgment solely on the report of the expert; and though he was, of course, entitled to rely on the figures if the expert had been properly appointed and instructed, he could not rely directly on the expert's advice as to the propriety of the proposed advance. Accordingly, the position of the trustee was somewhat improved by section 4 of the Trustee Act, 1888 (now section 8 of the Trustee Act, 1893). That section is well known, and it will be sufficient to state it shortly. A trustee lending

on mortgage is not to be chargeable by reason only of the proportion of the loan to the value of the property at the time of the loan, provided certain requirements are satisfied—namely, (1) the trustee must act on a report of value made "by a person whom the trustee reasonably believed to be an able, practical surveyor or valuer, instructed and employed independently of any owner of the property," whether he practises locally or not; (2) that the loan does not exceed two-thirds of the valuation; and (3) that the loan was made under the advice of such surveyor or valuer stated in the report. The words *by reason only* are material, for it is as true now as before the statute that a trustee cannot advance on the advice of a surveyor up to the two-thirds margin if there are circumstances which make the security hazardous; but, in an ordinary case, the trustee may advance up to two-thirds of the valuation, as well on buildings as on land, if the surveyor is properly appointed and instructed and so advises. In other words, the duty of determining the proper amount of the advance is in ordinary cases transferred from the trustee to the valuer.

This transfer of duty, of course, materially alters the liability; for while the trustee is responsible for the preservation of the trust funds, subject to extenuating circumstances, the valuer is only liable for an error in his advice if it is due to negligence. His relation with the trustee who employs him is contractual, and the negligence is a breach of contract. But the learned judge protested against the view which appears to be held by some valuers, that their duty is finished when they have valued the property and advised a loan up to two-thirds of the value. "I dissent," he said, "entirely from the position taken up by some of the defendants' expert witnesses, that, when once they have ascertained the value of the property, they are, whatever its nature and whatever method of valuation they have adopted, at least *primâ facie* justified in advising an advance of two-thirds of its value. Such a position, in my opinion, defeats the object of the section by making what the Legislature has recognized as the standard of the minimum protection which a prudent man will require into a standard of the normal risk which, whatever the nature of the property, a prudent man will be prepared to run; and it deprives the expert advice on which the trustee is to rely as to the margin of protection to be required of all value." It is the duty of the expert to take into account all the circumstances of the property, its possible or probable deteriorations and any special fluctuations in value which may be anticipated. "A prudent man will now, as much as before the Act, require a larger margin for his protection than he would in the case of property attended by no such disadvantages, and an expert who does his duty will take this into consideration."

In the case which produced these observations trustees were proposing to lend money on the security of certain freehold properties at Folkestone. The valuer who was first suggested was not employed, his fee being such as the mortgagor refused to pay. The valuer actually employed was, in the words of the judgment, "suggested by the mortgagor, instructed by the mortgagor's solicitors, referred to the mortgagor both as to his fee and as to the properties he was to value, and was accompanied by the mortgagor when he made his survey." It should be added that the mortgagor's solicitors also acted for one of the trustees. But the learned judge held that a valuation so made did not comply with the statute. "If, according to the true meaning of the section, the belief of the trustees is the material point, I am unable to hold that the trustees did reasonably believe that [the valuer] was instructed and employed independently of the mortgagor."

Apart from this, the advance was not ultimately made on the footing of the report. The four properties were valued severally, the aggregate valuation being £9,180, and an advance of two-thirds of this sum was advised. But the trustees had not so much money available. Of the four properties, No. 1 consisted of two unfinished houses, and Nos. 2, 3, and 4 were houses which were let. Nos. 1 and 2 were selected, and an advance of £4,400 was made on them, this being two-thirds of the several valuations of these properties. This was another point which debarred the trustees from relying on the report. "To advise," said PARKER, J., "an advance of two-thirds of the value of four properties is not the same thing as advising an advance of two-thirds of the value of any one or more of the properties apart from the others or other. This is more especially the case where one of the properties is not at the date of the report an income-bearing property."

There were other less important matters, but these two points disposed of the defendant trustees' claim to rely on the protection of the report. Moreover, since, in the opinion of the judge, they had neglected to do what a reasonable man would do in the management of his own business, they were not entitled to the protection of section 3 of the Judicial Trustees Act, 1896. It remained to consider the amount which, apart from the Trustee Act, 1893, the trustees might properly have advanced on the security, for their right to have this determined is reserved by section 9 of the Act of 1893, and the learned judge assessed the amount at £3,400. Of course, any such figure arrived at after the event is chiefly useful because it is definite. The trustees' liability has to be fixed, and this does it. PARKER, J., seems to have admitted as much. "It is far more difficult, however, to estimate now what a prudent man in 1897 would have been justified in advancing on the property." The chief importance of this part of the judgment is in the criticism bestowed on one method of valuation—the method, that is, which assesses the value of a house at so many years' purchase of a certain rate of interest—say £4 per cent.—on the cost of the land, and another rate—£6 per cent.—on the cost of the building. It is obvious that this deprives the assessment of any real value, and it is just the calculation which any business man could make without recourse to an expert. "The only real test of what rent a house will fetch lies in considering what tenants are likely to give." The judgment contains other points of interest—notably in regard to the duty of trustees to have the mortgage reconsidered from time to time; but into these we cannot at present go. The effect of the judgment should be to secure greater attention to the requirements of section 8 of the Trustee Act, 1893, and it should tend to establish a sound and uniform mode of valuing property.

The Right to Support for Buildings.

THE exact nature of the right of the owner of a building, or part of a building, to have the support of the building, or part of a building, immediately adjacent or subjacent, seems not to have been precisely laid down in any authoritative manner. It is only possible to suggest, with more or less show of reason and probability, what is the proper mode of describing such an owner's rights.

The character of the right, when once acquired, to support for buildings has been said to be precisely the same as that of the right to support for land apart from buildings, but the method of acquisition in the two cases is different, since the right of support for land only can be acquired without any prescription or grant, whilst support for buildings must be justified by some prescription or grant, express or implied: see per Lord SELBORNE in *Dalton* v. *Angus* (6 A. C., at p. 792). Lord SELBORNE goes on to say (pp. 793, 794), "using the language of the law of easements," and with reference to the property *against* which the right is claimed, that "the nature of such a servitude must be the same whether it is claimed against a building on which another structure may wholly or partly rest, or against land from which lateral or vertical support is necessary for the safety and stability of that structure."

That the nature of the right of support for land and for buildings is, apart from the question of the mode of acquiring the right, the same, may be taken to be settled law. On the subject of the right itself a recent decision of the House of Lords has thrown a good deal of light. This case is *West Leigh Colliery Co.* v. *Tunnicliffe & Hampson* (1908, A. C. 27), a case, fortunately, very much easier to read and master than is the lengthy and complicated report of *Dalton* v. *Angus* (6 A. C. 740). The question raised and decided in *West Leigh Colliery Co.* v. *Tunnicliffe & Hampson* was whether a surface owner, whose land (with buildings on it) had been injured by the effect of mining operations carried on beneath the surface, could claim, as part of the damages recoverable from the mine-owner, a sum of money representing the depreciation in value attributable to the risk of

future subsidence. It was held that no such sum could be recovered, and that the surface owner had no right of action for removal of the minerals beneath until actual damage resulted from the removal. Lord MACNAGHTEN said (p. 30), "If one examines the claim in respect of depreciation, and tries to investigate its origin, it will be found, I think, that it really depends upon a notion, *which is now exploded*, that the right of the surface owner is a right in the nature of an easement, or a right to have pillars of support left for his security, while, in reality, his right, as Lord WENSLEYDALE observes, is merely the right of a landowner to the ordinary enjoyment of his land." The right of support is thus seen to be neither a right of property as regards the land to be supported, nor an easement as regards the supporting land, but a mere right of action more analogous to a right of action for a nuisance caused by deprivation of light.

The authorities relied on by Lord MACNAGHTEN were *Backhouse* v. *Bonomi* (9 H. L. C 503) and *Darley Main Colliery Co.* v. *Mitchell* (11 A. C. 127) No statements supporting the "exploded" notion were specifically referred to, but among these must probably be included a number of judicial utterances in *Humphries* v. *Bro den* (12 Q. B. 739) and *Dalton* v. *Angus* (*supra*). There was no question of artificial support in the *West Leigh Colliery case*, but this case has quite recently been relied on in New Zealand as an authority where damages were claimed for withdrawal of an art ficial support: see *Byrne* v. *Judd* (27 N. Z. R 1106). In that case a former owner of the defendant's land had excavated his land and had constructed a wooden breastwork to support the plaintiff's land. The wooden structure was allowed by the defendant to fall into decay, in consequence of which it failed to support the plaintiff's land as before; the plaintiff, however, was held not to be entitled to damages against the defendant, whatever rights he might have had against the defendant's predecessor in title

Notwithstanding that the nature of the right to support for land and buildings is (when once acquired) of the same kind, the manner in which the right, in the case of buildings, is usually acquired makes it less easy than in the case of land to consider the right of support by itself and altogether apart from circumstances connected with its acquisition. Apparently it would only be where a building was owned under a title resting entirely on the Statutes of Limitation, and some collateral right was claimed in virtue of that statutory ownership, that the question of the precise nature of the collateral right could be raised in a sufficiently detached manner to ensure its consideration apart from the circumstances surrounding its acquisition. The question would then be, A. having by statute a right to be left undisturbed in enjoyment of a particular piece of land, does this statutory right confer a further collateral right to complain of B. doing something on B.'s land which will injure A.'s building?

Cases of a statutory owner under the Limitations Acts claiming any collateral right are almost necessarily rare. In one case before the Court of Appeal in 1890, a way of necessity was claimed by such an owner, and it was held that the claim was inadmissible, and that "the doctrine of a way of necessity is only applied to a title by grant": *Wilkes* v. *Greenway* (6 Times L. R. 449). A case lately decided in the Supreme Court of Canada, however, furnishes an apt illustration of a right of support for part of a building being claimed against the owner of the other part of the building by an owner whose sole title was one gained by twelve years' possession under the Statutes of Limitation.

The case referred to is *Ireland* v. *Loudon* (40 S. C. R. Can. 133), on appeal from the Court of Appeal for Ontario. The appellant (plaintiff) claimed an injunction against the respondents (defendants) interfering with the upper floor of a two-storeyed building, a stairway leading up to it, and a small landing on the ground floor at the foot of the stairway. The floor consisted of one room used as a workshop, and the appellant alleged that he was entitled to all rights of ownership in the upper floor and approaches by reason of adverse occupation under the Statutes of Limitation, including a right to the support afforded by the lower part of the building. At the trial the appellant was successful, and he was held entitled to the relief claimed. The Court of Appeal for Ontario (four judges) unanimously reversed this decision. On appeal to the Supreme Court of Canada (five judges) two judges thought the appeal should be dismissed, whilst three were in favour of allowing the appeal. Of this majority one judge was of opinion that the appellant was entitled to the full relief given him at trial, and on the footing of the right of support being incidental to the ownership gained in effect by the operation of the Statutes of Limitation; two of the judges who constituted the majority held that the appellant was not entitled to any right of support from the lower part of the building, but merely to an injunction restraining the respondents from interfering with so much of the building as rested on that part of the soil itself to which he had acquired a title by possession. In the result the appellant was held to have acquired the ownership in fee of the upper floor, the stairway and the lower landing, but without any means of enforcing a right to have the upper floor supported by the lower part of the building.

Any speculations as to what might happen in the event of the respondents withdrawing the support afforded by the lower storey to the appellants' upper floor would have to be conducted in the light of the decision of the House of Lords in the *West Leigh Colliery case*. The view taken by some of the Canadian judges, that the appellant *was* entitled to the support of the lower storey, expressly rested on the opinion that this right of support was a proprietary right belonging to the owner of the upper floor. But, in the words of Lord HALSBURY in the *Darley Main Colliery case*, referred to by Lord MACNAGHTEN in the *West Leigh Colliery case*, "the wrong . . . wholly consists in causing another man damage, and I think he may recover for that damage as and when it occurs." If, then, the right of support for part of a building by other part of that building is equally a "wrong," as in the case of surface-owner and mine-owner, to be made good "as and when it occurs," the owner of the part requiring support would seem to be as fully protected as the right to recover damages can make him, notwithstanding that his own title to the property of which he is in possession rests only on the negative provisions of the Statutes of Limitation.

Reviews.

Books of the Week.

The Laws of England: being a Complete Statement of the Whole Law of England. By the Right Hon. the Earl of HALSBURY, Lord High Chancellor of Great Britain 1885–86, 1886–92, and 1895–1905, and other Lawyers. Vol. VI.: Compulsory Purchase of Land and Compensation; Conflict of Laws; Constitutional Law (Parts I.–V.). Butterworth & Co.

The Magistrates' General Practice: being a Compendium of the Law and Practice Relating to Matters Occupying the Attention of Courts of Summary Jurisdiction, with an Appendix of Statutes and Rules, List of Punishments, Calendar for Magistrates, &c. By CHARLES MILNER ATKINSON, M.A. and LL.M. (Cantab.), Stipendiary Magistrate for the City of Leeds. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

The Student's Summary of the Law of Contract. By J. G. PEASE, Barrister-at-Law, and A. M. LATTER, Barrister-at-Law. Butterworth & Co.

The Law of Children and Young Persons (in Relation to Penal Offences), including the Children Act, 1908. By L. A. ATHERLEY JONES K.C., M P., Recorder of Newcastle-upon-Tyne, and HUGH H. L. BELLOT, D.C.L., Barrister-at-Law. With an Introduction by the Right Hon. HERBERT GLADSTONE, M.P., Secretary of State for the Home Department. Butterworth & Co.; Shaw & Sons.

The Companies (Consolidation) Act, 1908, with a General Survey of Earlier Enactments, Notes on the Act, and a Comparative Table of the Old and New Acts. By FRANK EVANS, Barrister-at Law, and HUMPHREY H. KING, B.A., LL.B., Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

His Honour Judge Woodfall presided at the opening of the new Westminster County Court on the 24th ult. The building occupies the site of the old court, which took the place of New Slaughter's Coffee House. Old Slaughter's was at 75, St. Martin's-lane, and New Slaughter's at 82. The number, 82, is the only thing that remains of New Slaughter's.

Correspondence.

The Land Registry.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—We have just had before us a fresh example of the futility of the present system of the Land Registry.

A client purchased an unregistered leasehold property in London, subject to an existing mortgage, and was registered (in the usual misleading style) as proprietor without notice of the incumbrance. The mortgagee has now sold under his power of sale, and our client has no further interest in the property, but still holds a certificate of title in which he is represented to be the proprietor. The purchaser of the property from the mortgagee now finds difficulty in borrowing on his property, as the proposed lender finds that the Registry officials have endorsed upon the mortgage a note that the property is comprised in a registered title the certificate of which is not in the possession or under control of the owner of the property, but of a registered proprietor who has no interest in it.

No doubt there have been hundreds of cases similar to this since the Registry was established, and numbers of false and misleading certificates are outstanding certifying that individuals are proprietors of registered property who have no interest in it whilst the property is held under an unregistered title.

UNDERWOOD, PIPER & HEYS-JONES.

13, Hollis-street, Cavendish-square.

The New Arrangements in the King's Bench Division.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Can no one deliver the profession from the annoyance and confusion caused by the new arrangements in the King's Bench? The new system (?) has already been strongly condemned by bench and bar. May I mention one instance of the great inconvenience which is caused by the division of jury causes into two lists? At the beginning of the present sittings a case in which I was concerned was about twentieth in one of the special jury lists, and under the old system I have no hestitation in saying that it would have been disposed of during the first fortnight of the sittings. In point of fact it was not reached until last week.

Anyone who has had practical experience of the management of litigation will easily realize the trouble and annoyance involved, not to speak of the grave inconvenience occasioned to witnesses, who had in this case to be constantly communicated with and warned, and such warnings frequently countermanded.

The sooner the old system is restored the better for those who have practical knowledge of such matters and the better for the public.

GRAY'S INN.

[See observations under head of "Current Topics."—ED. *S.J.*]

Solicitors' Robes.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—One often hears the complaint that a solicitor's robe is like the gown of a county court usher. I should be glad to know whether there is any rule of etiquette or law to prevent a solicitor adopting any other, and more becoming, forensic costume? Should he do so, what pains and penalties would he incur?

Information on this subject will oblige.

A. C. D.

CASES OF THE WEEK.

House of Lords.

B. PEARSON & SON (LIM.) *v.* DUBLIN AND SOUTH-EASTERN RAILWAY CO. 1st and 3rd Dec.; 25th Feb.

RAILWAY—EXTENSION—"SEPARATE UNDERTAKING"—LIABILITY OF COMPANY FOR DEBT IN RESPECT OF SEPARATE UNDERTAKING—CLAIM BY CREDITORS—JUDGMENT AGAINST COMPANY GENERALLY.

An existing railway company, incorporated by statute, was authorized by a Special Act passed in the year 1897 to construct an extension line from its former terminus to the City of W. Such Act made the existing company liable to penalties, and provided that the new line should form a separate undertaking, and authorized the existing company to raise additional capital. Contractors who, pursuant to a contract made between them and the existing company, constructed the extension line instituted an action for a debt admittedly due to them in respect of the construction works.

Held, that the contractors were entitled to judgment, and that the same should be not only enforceable against the assets arising under the Act of 1897, but also against the assets of the company.

The appellants, the plaintiffs in the action, are the well-known London firm of contractors, and they appealed from a judgment of the Court of Appeal in Ireland which affirmed the decision of the King's Bench Division against the appellants in an action in which they claimed from the railway company £23,442 for work done under a contract. The contract was to construct an extension of the respondents' system of railways from New Ross to the City of Waterford. The memorandum of agreement was dated the 22nd of November, 1906, and was executed by the appellants and by the respondents under their then name of the Dublin, Wicklow, and Wexford Railway Co. The extension was authorized by an Act of 1897—the Ross and Waterford Extension Act—which provided that the extension should be a "separate undertaking," with "separate share and stock and loan capital," and "that as between the general undertaking of the company and the separate undertaking the expenses of maintaining and working the separate undertaking shall be borne and paid out of the revenue of the separate undertaking." It was also enacted that separate accounts of the expenses and liabilities of the extension should be kept. The title "Dublin, Wicklow, and Wexford Railway Co." was by recent statutory authority changed into that of the "Dublin and South-Eastern Railway Co." The plaintiffs having completed the works, the separate undertaking was not in a financial position to pay, and the action was brought against the company. In their defence they pleaded the Act of 1897, and contended that all moneys payable to the plaintiffs were leviable out of the funds and capital of the separate undertaking, and were not a charge on or leviable out of the funds or capital of the general undertaking of the company, and that while the contractors were entitled to judgment, the judgment ought to be limited to and enforceable only against the assets of the separate undertaking of the New Ross and Waterford Extension Railways, and that the plaintiffs were not entitled to a judgment against the company generally. The Irish courts held in favour of the railway company's contention, and the contractors appealed to their lordships' bar.

THE HOUSE took time for consideration.

Lord LOREBURN, C., in moving that the appeal should be allowed, said that, notwithstanding the great weight that must naturally attach to the judgment then under review (all three tribunals in Ireland having unanimously decided in favour of the respondents), he felt bound to act upon the clear opinion he had formed that the latter alternative must be adopted, and that the contention of the contractors that they were entitled to enforce their judgment against the assets of the company must prevail.

Lord ASHBOURNE differed from the view expressed by the Lord Chancellor. The question turned upon the construction of the Act of 1897 and the memorandum, and in his view the contractors, who were admittedly entitled to judgment, were only entitled to enforce that judgment against the assets arising under the Act of 1897.

Lord MACNAGHTEN read a judgment in concurrence with that of the Lord Chancellor. By a majority the appeal was allowed with costs.—COUNSEL, for appellants, *J. A. Campbell*, K.C. (of the Irish Bar), *Danckwerts*, K.C., *Stewart Smith*, K.C., and *E. A. Collins* (of the Irish Bar); for respondents, *Mr. Ronan*, K.C. (of the Irish Bar), *Sir Alfred Cripps*, K.C., and *Mr. Clode*. SOLICITORS, for appellants, *Markby, Stewart, & Co.*, for *Casey, Clay, & Collins*, Dublin; for respondents, *Holmes, Greig, & Greig*, for *W. Fry & Son*, Dublin.

[Reported by ERSKINE REID, Barrister-at-Law.]

COOKE *v.* MIDLAND GREAT WESTERN RAILWAY OF IRELAND CO. 23rd, 24th, and 27th Nov.; 1st March.

RAILWAY—NEGLIGENCE—DEFECTIVE FENCE—CHILD TRESPASSING ON PREMISES—INJURY TO CHILD—TURNTABLE ON SIDING—INVITATION TO DANGER.

The defendants, a railway company, maintained a siding and turntable on a plot of land adjacent to a public road which crossed their line by a bridge. The siding was approached from the road by a gate which was kept locked; and the road leading to the bridge was separated from the defendants' premises by a clay bank and thorn hedge. There was a gap in the hedge large enough for a child to pass through, and a track more or less defined leading to the site of the turntable. The plaintiff, a little child, obtained access to the defendants' premises with two older boys, who placed him on the turntable to give him a ride, with the result that he was severely injured. There was evidence that on at least one former occasion a servant of the company had seen boys playing on the turntable, who on his approach ran away. In an action tried before the Lord Chief Justice of Ireland and a special jury, judgment was entered for the plaintiff, with damages, but on appeal that judgment was reversed, the Court of Appeal holding that the defective condition of the defendants' hedge was not the effective cause of the accident, and that the plaintiff, being a trespasser, and there being no evidence of invitation or allurement by the defendants, judgment should be entered for the defendants.

Held, allowing the appeal, that there was evidence to support the findings of the jury, and that the defendants were liable in the circumstances for want of reasonable care.

Decision of the Court of Appeal (1908, 2 *I. R.* 242) *reversed.*

The plaintiff, a little boy, sued the company by his father and next friend to recover damages for personal injuries alleged to have been caused by the negligence of the defendant company. About 300 yards away from the company's station at Navan, in county Meath, the company had a turntable on a siding on a small plot of land adjoining the line. The approach from the road to this piece of land was by a gate,

which was kept locked, beside which was a notice warning the public against trespassing on the land. A clay bank with a hedge and fence on the top separated the road from the line. It was contended for the plaintiff that the defendants were under statutory liability to keep this dividing hedge and fence in good and sufficient repair to prevent children and other persons getting through it on to the line. As a matter of fact, it had been out of repair for a long period. There was a well-worn step in the clay bank facing the road, and a big gap in the thorn fence, through which children and others could, and did, easily pass, and there was a clearly defined track leading from the gap to the turntable. The plaintiff, one Sunday afternoon in June, 1905—he was then only four years and two months old—entered the plot of ground through the gap in the company of two other boys, the elder of whom was nine and a-half years old. His two companions put the child upon the turntable, and made it revolve to give him a ride, and while the table was revolving his leg was severely crushed between the table and a dwarf wall, and so injured that it had to be amputated. At the trial in Ireland before the Lord Chief Justice and a special jury, the latter found the fence was in a defective condition through the negligence of the company; that the boy was, owing to their negligence, allured through the gap and up to the turntable, and that the accident was due to the defendants' negligence, and they awarded the plaintiff £550 damages. The company moved in the King's Bench Division to have the verdict and judgment set aside, and that court, consisting of Palles, C.B., and Johnson, J.—Kenny, J., dissenting—refused the motion, which was dismissed with costs. The Court of Appeal, however, reversed the order of the Divisional Court, and entered judgment for the railway company. The plaintiff obtained leave to appeal *in formâ pauperis*, and on appeal to this House it was contended that there was ample evidence of negligence on the part of the company to support the verdict, and that consequently the verdict and judgment entered at the trial for the plaintiff should be restored.

THE HOUSE took time for consideration.

Lord MACNAGHTEN said that, in effect, the question left to the jury was, would a private individual of common sense and ordinary intelligence, placed in the position in which the company were placed, and possessing the knowledge which must be attributed to them, have seen that there was a likelihood of some injury happening to children resorting to the place and playing with the turntable, and would he not have thought it his plain duty either to put a stop to the practice altogether, or at least to take ordinary precautions to prevent such an accident as that which occurred. It could not make very much difference whether the place where the accident happened was dedicated to the use of the public, or left open by a careless owner to the invasion of children who made it their playground. He thought the jury were entitled and bound to take into consideration all the circumstances of the case. It was proved that in spite of a notice-board forbidding anyone to trespass, it was a place of habitual resort for children, and that children were frequently playing with the timber, and afterwards with the turntable. Now the company knew, or must be deemed to have known, all the circumstances of the case and what was going on. Yet no precaution was taken to prevent an accident of a sort that might well have been foreseen and very easily prevented. They did not close up the gap until after the accident. They did not have their turntable locked automatically in the way in which Mr. Barnes, C.E., whose evidence was uncontradicted, said it was usual to lock such machines. The table, it seemed, was not even fastened. His lordship thought the jury were entitled, in view of all the circumstances, on the evidence before them, uncontradicted as it was, to find that the company were guilty of negligence. He was therefore of opinion that the finding of the jury should be upheld, and the judgment under appeal reversed with pauper costs here and costs below. He would only add that he did not think that this verdict would be followed by the disastrous consequences to railway companies and landowners which the Lord Chancellor of Ireland seemed to apprehend. Persons might not think it worth their while to take ordinary care of their own property, and might not be compelled to do so, but it did not seem unreasonable to hold that if they allowed their property to be open to all comers—infants as well as children of maturer age—and placed upon it a machine attractive to children, and dangerous as a plaything, they might be responsible in damages to those who resorted to it with their tacit permission, and who were unable in consequence of their tender age to take care of themselves.

Lords ATKINSON and COLLINS read judgments to the same effect.

Lord LOREBURN, C., said he was content to act upon the opinion of Lord Macnaghten, and, having regard to the peculiar circumstances—namely, that this place on which the defendants had a machine dangerous unless protected was to the defendants' knowledge an habitual resort of children, accessible from the high road, as well as attractive to the youthful mind, and that the defendants took no steps either to prevent the children's presence or to prevent them playing on the machine, or to lock the machine so as to avoid accidents, though such locking was usual. He moved that the judgment of the Lord Chief Justice on the verdict should be restored, with costs, the costs to be taxed between the parties as usual where the appellant sued in that House *in formâ pauperis*. The motion was agreed to.—COUNSEL, for the appellant, *Redmond Barry*, Solicitor-General for Ireland, K.C., *Dudley White* (of the Irish bar), and *Mark Stebbing*; for the respondents, *S. Ronan*, K.C., *G. Fetherstonehaugh*, K.C., and *J. Piers Butler* (all of the Irish bar). SOLICITORS, *Herbert L. Deane*, for *William D. Sullivan*, Navan; *Martin & Co.*, for *John Kilkelly*, Dublin.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

THE KING *v.* SPECIAL COMMISSIONERS OF INCOME TAX.

No. 2. 26th Feb.

REVENUE—INCOME TAX—EXEMPTION—CHARITABLE PURPOSES—ADVANCEMENT OF EDUCATION—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35), SCHEDULE A, No. VI., s. 61, SCHEDULE C, s. 88, SCHEDULE D, s. 105.

The words "charitable purposes" in the exemptions to the Income Tax Act, 1842, *ought to have the wide technical meaning given to them that is attached to those words in English law. Property which is vested in and applied by a university for the advancement of education is, therefore, exempt from income-tax.*

This was an appeal from a decision of Lord Alverstone, L.C.J., Ridley, and Darling, JJ., making absolute a rule *nisi* for a *mandamus* to the Special Commissioners of Income Tax directing them to allow certain exemptions under Schedules A, C, and D to the Income Tax Acts, 1842 and 1853. The question was whether the general revenue of the University College of North Wales was exempt from income tax, as being property devoted to charitable purposes. The court below were of opinion that the funds in the hands of the governing body were funds for the advancement of education, and consequently, under the decision in *Special Commissioners of Income Tax* v. *Pemsel* (1891, A. C. 531) were vested in trustees for charitable purposes, and therefore exempt. The Commissioners of Income Tax appealed. The question turned mainly upon section 61, Schedule A, No. VI. of the Income-Tax Act, 1842. Schedule A, No. VI., provides that allowances are to be made "For the duties charged on any college or hall in any of the Universities of Great Britain, in respect of the public buildings and offices belonging to such college or hall . . or on any hospital, public school, or almshouse, in respect of the public buildings, offices, and premises belonging to such hospital, public school, or almshouse . . . or on the rents and profits of lands, tenements, hereditaments, or heritages belonging to any hospital, public school, or almshouse, or vested in trustees for charitable purposes, so far as the same are applied to charitable purposes. . . ."

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R., said that in his opinion it was not open to them to reverse the decision of the Divisional Court. It was now established by the decision of the House of Lords in *Pemsel's case* (1891, A. C. 531) that in the Income Tax Acts the words "for charitable purposes" had the technical and well-established meaning attached to those words in English law. Then the question was, What was that meaning? On this point also his lordship could feel no doubt. Lord Macnaghten in *Pemsel's case* (*supra*), the leading case on the subject, divided charities into four classes—the first, trusts for the relief of poverty; the second, trusts for the advancement of education; the third, trusts for the advancement of religion; the fourth, trusts for other purposes beneficial to the community not falling under any of the preceding heads. And he went on: "The trusts last referred to are not the less charitable in the eye of the law because incidentally they benefit the rich as well as the poor, as indeed every charity that deserves the name must do either directly or indirectly." An attempt had been made to suggest that the respondents in the present case were not within the meaning of this decision, because, according to the objects set forth in the charter of the college, the education to be given there was not for the poor only, but might be extended to the rich and might extend to professional and commercial education as well as higher education. He (the learned judge) entirely declined to adhere to the doctrine that a trust for the advancement of education was not charitable unless the element of the relief of poverty was introduced. There was no authority at all in support of such a doctrine, and the passage quoted above was directly against it. Then they came to the meaning of the Income Tax Act, 1842. There were three schedules—A, C, and D—which dealt with the exemption of charitable funds. He preferred to take C first. That exempted "the stock or dividends of any corporation, fraternity, or society of persons, or of any trust established for charitable purposes only, or which, according to the rules or regulations established by Act of Parliament, charter, decree, deed of trust, or will, shall be applicable by the said corporation, fraternity, or society, or by any trustees to charitable purposes only, and in so far as the same shall be applied to charitable purposes only." The language in D (section 105) was very similar. This corporation was established for charitable purposes only. According to its charter its income could be applied only for charitable purposes, and there was no suggestion that it had been otherwise applied. So far as C and D were concerned, therefore, the case seemed not to be arguable. When they came to A the language was rather different, but there was no substantial difference in the meaning of the section. Exemption was first given to colleges or halls in respect of public buildings and offices not occupied by any individual member or by any person paying rent for the same. That meant that colleges or halls whose purposes were not purely educational were still entitled to exemption in respect of buildings which did not bring in rent. The second clause only applied to hospitals, public schools, or almshouses in respect of their public buildings. Then came "the rents and profits of lands, tenements, hereditaments, or heritages belonging to any hospital, public school, or almshouse, or vested in trustees for charitable purposes, so far as the same are applied for charitable purposes." This property was vested in trustees for charitable purposes, and the income had been applied for charitable purposes.

His lordship failed to see what difficulty was really created by the earlier part of the section. The case of *Commissioners of Inland Revenue* v. *Scott* (1892, 2 Q. B. 152) did not really assist the appellants' argument. It was plain that in section 11 of the Customs and Inland Revenue Act, 1885, it was impossible to attribute to the words "charitable purposes" the wide meaning that the House of Lords had said in *Pemsel's case* (*supra*) they would bear in the Income Tax Acts because in that section the words were placed before and after charitable purposes of a particular kind. Here, under the Income Tax Acts, it was not open to the court to say that a narrow meaning ought to be given to these words. The decision of the Divisional Court was quite right, and the appeal must be dismissed with costs.

FLETCHER MOULTON and BUCKLEY, L.JJ., also delivered judgments dismissing the appeal.—COUNSEL, for the appellant, *Sir W. S. Robson*, A.G., *Sir S. T. Evans*, S.G., and *W. Finlay;* for the respondents, *Danckwerts*, K.C., and *R. M. Montgomery*. SOLICITORS, for the appellant, *The Solicitor of Inland Revenue;* for the respondents, *Jaques & Co.*, for *J. Glynne Jones*, Bangor.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re **HAILSTONE. HOPKINSON** *v.* **CARTER.** No. 2. 27th Feb.

PROBATE—PRACTICE—SUMMONS—SERVICE—PROBATE RULES OF 1862, R. 100—R. S. C., LIV. 4 (E)—JUDICATURE ACT, 1873 (36 & 37 VICT. C. 66), SS. 16, 23—JUDICATURE ACT, 1875 (38 & 39 VICT. C. 77), S. 18.

A rule in force in the Court of Probate at the time of the commencement of the Judicature Act, 1875, *is not repealed or annulled by the making of a rule of the High Court dealing with the same subject-matter which does not expressly apply to the Probate Division.*

By rule 100 *of the rules of the Court of Probate*, 1862, *a summons in a probate action is to be served one clear day before the return thereof.*

Held, that this rule is still in force, and is unaffected by R. S. C., ord. 54, *r.* 4 (*e*), *which requires two clear days' notice to be given.*

This was an appeal by the defendant from a decision of Barnes, P. An order had been made in the above probate action that the plaintiffs should file an affidavit of documents. A summons was taken out by the defendant to dismiss the action for want of prosecution on the ground of non-compliance with the order. This summons was, in accordance with rule 100 of the Probate Rules of 1862, served on the plaintiffs one clear day before the return thereof. The registrar made the order asked for by the summons, but on the plaintiffs appealing the president directed the matter to be referred back to the registrar on the ground that under ord. 54, r. 4 (*e*), two clear days' notice ought to have been given. The defendant appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY, L.J.) allowed the appeal.

COZENS-HARDY, M.R.—This appeal raises a question of practice, which, it is somewhat strange, only arises for decision in the year 1909. The point is whether rule 100 of the Probate Rules, that one day's notice is sufficient for a summons, is still in force or whether it has been superseded by ord. 54, r. 4 (*e*) of the rules of the Supreme Court. I have asked the registrar as to the practice in the Probate Division, and he informs me that one day's notice is sufficient, and it is not irrelevant to remark that the respondents to this appeal themselves have issued a summons in the present action on one day's notice. It may be, however, that that practice is inconsistent with the rules and ought to be rectified; but in my opinion the practice is quite right. The rules set out in the Annual Practice contain many provisions which apply expressly to the Probate Court; they also contain other provisions which have nothing analogous in Probate Court practice, and these will in proper cases be applied to the practice of the Probate Court; but when you find rules in the Probate Court practice dealing with a particular subject-matter, then those rules will be enforced, notwithstanding that there may be other rules in the Annual Practice dealing with the same subject-matter. Section 18 of the Jurisdiction Act, 1875, seems to me to settle the question. Rule 100 of the Probate Rules has never been annulled. It has been acted on ever since it was passed, and I have no doubt that it is the rule which is applicable to proceedings in the Probate Court. That being so, I think that we are bound to discharge the order made by the President, but as there may be other grounds which the respondents in the present appeal ought to have an opportunity of raising, I think we shall be doing justice if, subject to terms as to costs, we direct that the action shall be dismissed unless the plaintiff within fourteen days files the required affidavit of documents.

BUCKLEY, L.J.—The question is whether rule 100 of the rules of the Court of Probate, 1862, or ord. 54, r. 4 (*e*) of the rules of the Supreme Court is to prevail. That arises on consideration of one or two sections which I will mention. Section 16 of the Judicature Act, 1873, transfers to the High Court the jurisdiction of the Court of Probate. By section 23 of that Act, the jurisdiction so transferred is to be exercised (so far as regards procedure and practice) in the manner provided by the Act, or by such rules and orders of court as may be made pursuant to the Act; "where no special provision is contained in this Act or in any such rules or orders of court with reference thereto, it shall be exercised as nearly as may be in the same manner as the same might have been exercised by the respective courts from which such jurisdiction shall have been transferred or by any of such courts." That was followed by section 18 of the Judicature Act, 1875: "All rules and orders of court in force at the time of the commencement of this Act in the Court of Probate . . . shall remain and be in force in the High Court . . . until they shall be altered or annulled by any rules of court made after the commencement of this Act." Rules for the High Court were made in 1883, and those rules by Appendix O repealed a large number of previously existing rules, but the repeal did not include the Probate Rules of 1862. Ord. 54, r. 4 (*e*) is contained in the rules for the High Court made in 1883. The question is, what is the effect of that succession of statutory and *quasi*-statutory provisions and rules? In my judgment the effect is that probate rule 100 has never been annulled. It is a subsisting rule of the Court of Probate, whose jurisdiction was transferred to the High Court, and it is a rule which is to remain in force until it is altered or annulled. I do not think that ord. 54, r. 4 (*e*) either altered or annulled it. The result is that rule 100 prevails, and I am pleased to find that our decision is in accordance with the practice which has been followed in the Probate Division.—COUNSEL, for appellant, *Grazebrook;* for respondent, *Barnard*, K.C., and *Rayden*. SOLICITORS, for appellant, *Carter & Co.;* for respondent, *Nye, Moreton, & Clowes*, for *J. K. Nye & Donne*, Brighton.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **HOPE-JOHNSTONE'S SETTLEMENT TRUSTS.** Parker, J. 26th Feb.

PUBLIC TRUSTEE ACT, 1906 (6 ED. 7, C. 55)—PROPOSED APPOINTMENT OF PUBLIC TRUSTEE IN PLACE OF RETIRING TRUSTEES OF A SETTLEMENT.

Trustees who desire to retire ought only to resort to the Public Trustee Act, 1906, *and appoint the Public Trustee in their place, if there is no other way out of the difficulty. Before doing so they should try to obtain some member of the family to accept the trust.*

The question in this case was whether the Public Trustee ought to be appointed the trustee of a settlement dated the 1st of April, 1896, against the wishes of the settlor, who was also a beneficiary under it. This gentleman had been induced by the members of his family to execute the settlement (which included certain expectant interests) in consideration of a large sum advanced by his sister for the purpose of liquidating his debts. The main object of the settlement, after providing for the repayment of the money so advanced, was to secure to the settlor a provision for the rest of his life. The trustees were given power to pay over portions of the capital moneys to him if they in their discretion should think fit. Disputes arose between the trustees and the settlor, he threatening to institute actions against them. In consequence of this attitude, the trustees expressed their intention of relieving themselves of the trust by appointing the Public Trustee to act in their place. The settlor thereupon issued a summons in order to restrain them from so doing.

PARKER, J., said that the settlement was evidently framed and designed for the purpose of protecting the settlor against himself. He much doubted whether the settlor would have consented to make the settlement if the trustee suggested had been a public official, instead of members of his own family. It was always difficult for a settlor in such circumstances to explain his difficulties even to members of his own family; and it was almost impossible to expect him to enter into details with strangers. His lordship therefore thought that, although trustees, when they desired to retire, could appoint the Public Trustee, they ought only to resort to the powers of the Public Trustee Act, 1906, if there was no other way out of the difficulty. Trustees of a settlement of this kind accepted very onerous duties, and might well wish to shift them on to someone else's shoulders; but before availing themselves of the Public Trustee Act they should first try to find some member of the family who would accept the trust. In the present case, as the trustees, on his lordship's suggestion, consented to continue to act, there would be no order except with regard to the costs of the application, and that any party interested should have liberty to apply.—COUNSEL, for applicant, *C. L. Chubb;* for other parties, *W. F. Hamilton*, K.C., *Whinney*, and *Hodges*.—(From the *Times*.)

BROMET *v.* **NEVILLE.** Eve, J. 24th Feb.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—AGENT—EXCESS OF AUTHORITY—CONTRACT BY LETTERS—SUBJECT TO APPROVAL OF FORMAL CONTRACT.

It is not every excess of authority by an agent that will vitiate a contract, and where such excess is not unreasonable it will not operate to prevent specific performance of the contract.

Where an agreement by letters is made "subject to" the approval of a formal contract, there is no concluded contract until such formal contract has been approved. Secus, *where the stipulation is not conditional, but merely supplemental.*

Winn *v.* Bull (7 *Ch. D.* 29) followed.

This was an action for specific performance of an agreement to grant a building lease. The alleged contract was contained in two letters and was to grant a building lease for ninety-nine years at a peppercorn rent during the first six months, and £375 during the remainder of the lease, the plaintiff to have an option of purchase at £9,000, and to spend £6,000 in rebuilding, and plans were to be approved by the defendant. In February, 1908, Lumleys, the estate agents, after an interview with the plaintiff, sent the following telegram to the defendant:—"Can let 1, St. James's-place, on ninety-nine years' building lease at £375, builder to have option of buying the freehold at £9,000. Must give answer at once. Please wire instructions." The defendant wired, in

reply :—"Admiral Neville agrees." On the following day the plaintiff wrote to Lumleys offering to take a lease on the above terms, but concluded his letter by saying :—"The above offer is subject to the execution of a proper contract to be prepared by your client and approved by mine." To which Lumleys replied : "We are in receipt of your letter, and as agents for and on behalf of Rear-Admiral Neville we beg to accept the offer therein mentioned." The defendant resisted specific performance on two grounds—(1) That Lumleys were not authorized, as agents of the defendant, to enter into the contract, and (2) that there was no concluded contract, the execution of a formal contract being a condition precedent to any binding agreement.

EVE, J., said : This is an action for specific performance and raises two questions, one of fact and one of law. The first point is whether Lumleys had authority to enter into the contract as agents for the defendant. This was not the case of a person merely putting property into the hands of an estate agent with a view to a sale. Lumleys had received from the plaintiff a definite offer for a lease of the property. They wired to the defendant asking whether he would accept the offer, and he wired that he agreed. There was, therefore, express authority to enter into the contract on the terms of the telegram. It is clear, therefore, that Lumleys had authority to enter into a contract, but the question is whether they had authority to enter into this particular contract. The telegram did not state the date of the commencement of the term, the peppercorn rent for six months, the option to purchase, the money to be spent, or the plans to be approved. But that excess of authority ought not to vitiate the contract. It cannot be that every excess of authority will vitiate a contract, and I hold, therefore, that the excess of authority does not operate to prevent specific performance of the contract. The agents consequently had authority to enter into the contract, and that part of the defence fails. Then with regard to the second defence, that the offer and acceptance were subject to the execution of a "proper" contract, it is said on behalf of the defendant that that makes the whole contract subject to the execution of a formal contract. It is quite obvious that if the offer had stopped short of that stipulation there would have been all the essential terms of a good contract, but it is said that the offer was conditional, and that it could not be a concluded contract until approved by the solicitors. It seems to me that on the authorities that contention must prevail. It was not a merely supplemental stipulation and was not a mere reference to a formal contract, but the offer was made subject to it, and, therefore, there was no concluded contract until it was complied with. The present case, therefore, seems to fall within *Winn* v. *Bull* (7 Ch. D. 29), and that class of cases, and I hold that there was no contract, and the action fails.—COUNSEL, for plaintiff, *P. O. Lawrence*, K.C., and *J. F. Carr;* for defendant, *Jessel*, K.C., and *Northcote*. SOLICITORS, for plaintiff, *Greenwell & Co.;* for defendant, *Trower, Still, Freeling, & Parkin*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

POWELL *v.* **HEMSLEY**. Eve, J. 24th Feb.

COVENANT — BREACH — CONTINUING BREACH — BUILDING ESTATE — COVENANT BY PURCHASER—BREACH BY HIS LESSEE—LIABILITY OF COVENANTOR FOR BREACH BY ASSIGN.

A purchaser covenanted for himself and his assigns not to build in a certain way. He granted a building lease and the lessee committed a breach of the covenant. The lessee became bankrupt, and the covenantor re-entered into possession.

Held, that the breach was not a continuing breach, and that the covenantor was not liable for the breach by his lessee.

A covenant by a purchaser for himself and his assigns that he will not do a certain act is not equivalent to a covenant for himself and his assigns that he and his assigns will not do the particular act.

This was an action for an injunction to restrain the defendant from erecting buildings in breach of covenant, and for an order directing the defendant forthwith to pull down the buildings so erected. In 1903 the Lenton Hall Estate belonged to one Albert Ball, and consisted of Lenton Hall, and the adjoining land, which was being laid out as a residential estate for houses of a good class and in lots of substantial size. By deed of the 24th of June, 1904, part of the estate, containing 9,664 square yards, was conveyed to the defendant, and he covenanted for himself his executors, administrators, and assigns, with Ball, his heirs, executors, administrators, and assigns, that he would erect on the land, thereby conveyed, no buildings other than private residences, with suitable outbuildings at the rear thereof, and that each residence should have not less than half an acre attached thereto, and also that he would, before the commencement of the erection of any building, submit the plans thereof to the said Ball, his heirs, and assigns, for his or their approval, but such approval should not be arbitrarily withheld. On the 28th of November, 1904, Lenton Hall was conveyed to G. C. Bond. On the 9th of March, 1906, the defendant granted to Taylor and Fletcher a building lease of a portion of the land comprised in the deed of the 24th of June, 1904, subject to the restrictions and conditions in that deed, and they commenced to build two semi-detached houses thereon, each to contain eight or ten rooms, and of the letting value, as the plaintiff alleged, of about £30 per annum each. No plans were submitted to or approved by Bond. The lessees, nevertheless, proceeded with the building, and Bond commenced an action to restrain them from erecting any building in breach of the covenant, but before the action came to trial the lessees became bankrupt, the trustee in bankruptcy disclaimed the lease, and the defendant had since been in possession. On the 6th of July, 1907, Lenton Hall, with 7½ acres, and adjoining the defendant's land, was conveyed to the plaintiff, together with the benefit of all covenants entered into by the purchasers of the Lenton Hall Estate. The plaintiff alleged that the buildings depreciated the value of Lenton Hall and were a breach of the defendant's covenants. The defendant contended that there was no continuing breach of the covenant, and that he was not liable as an assign under the covenant.

EVE, J.—I think the first question, whether the house is built in breach of covenant, must be answered in the affirmative. The position of the outbuildings at the front end of the house is a breach of the stipulation that all outbuildings are to be erected in the rear. Further, the covenant by the purchaser that he will, before the commencement of any building, submit plans for the vendor's approval involves a negative contract that no building shall be commenced until plans have been approved, and as no plans were submitted the erection was in this respect also a breach of covenant. But the question remains, Is the defendant liable to pull it down? In order to answer that it is necessary to consider three points—(1) the nature of the breach, (2) the persons by whom and the circumstances under which the breach was committed, and (3) the actual covenants into which the defendant has entered. It has been urged on the part of the plaintiff that the breach is a continuing breach, and that there is a new breach of covenant every day the house is left standing. I cannot adopt this view. In my opinion the covenant was broken once and for all when the house was erected contrary to it, and it was not a continuous breach : *per curiam, Doe* v. *Woodbridge* (9 B. & C. 376). The defendant, therefore, cannot be liable on the footing of a continuing breach. Upon the second point the evidence shows that the breach was committed not by the defendant, but by his lessees, and although it is true that he did not intervene to prevent the breach, I cannot hold upon the evidence that he did anything so calculated to encourage or promote the breach as to render him liable for the violation of the covenant : *Hall* v. *Ewin* (37 Ch. D. 74). The question remains whether the covenants into which the defendant has entered render him liable for breaches committed by his assigns. The form of covenant is a covenant by the purchaser "for himself, his executors, administrators, and assigns, that he will or will not" do the particular act. Is such a covenant, as the plaintiff argues it is, equivalent to a covenant by the purchaser "for himself, his executors, administrators, and assigns, that he, his executors, administrators, and assigns, will or will not" do the particular act? I do not think it is. I have not been able to find any authority on the point, but, in my view, the words are used in the first part of the covenant to indicate the intention that the covenants shall run with the land and not to impose on the covenantor liability for the acts of his assigns. The result is that the breach is not a continuing one, it was not committed by the defendant, and neither by conduct nor by contract is he liable for it. I cannot, therefore, order him to pay damages or to remedy the breach. Nor upon the evidence is there any threat by him to commit a breach, and in these circumstances I can only dismiss the action with costs.—COUNSEL, for plaintiff, *P. O. Lawrence* K.C., and *Dighton Pollock;* for defendant, *Jessel*, K.C., and *Marcy*. SOLICITORS, for plaintiff, *Busk, Mellor, & Co.*, for *Powell & Jarvis*, Newtown; for defendant, *Gribble, Oddie, & Co.*, for *A. Barlow*, Nottingham.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* **PRESTON**. 1st and 2nd Feb.

CRIMINAL LAW—EVIDENCE OF PRISONER—IMPUTATION ON CHARACTER OF WITNESS FOR PROSECUTION—RELEVANCY—QUESTIONS AS TO PREVIOUS CONVICTIONS—CRIMINAL EVIDENCE ACT, 1898 (61 & 62 VICT. C. 36), S. 1 (F) (II.).

A prisoner when giving evidence cannot be asked questions as to his previous convictions under section 1 *(f)* (ii.) *of the Criminal Evidence Act*, 1898, *on the ground that he has made a statement as to the conduct of a witness for the prosecution to his discredit, closely connected with what is relevant to the defence (even though when carefully and logically considered it is not relevant)—conduct which is not made the substance of the defence, and was a matter upon which, whether it was judicious or not, it was natural for the prisoner to comment.*

Appeal from a conviction for receiving a pencil, a stud, and a handkerchief, well knowing that they were stolen. The prisoner was indicted for breaking and entering a dwelling-house and stealing therein a large number of articles, including money, jewellery, an overcoat, a pencil, a stud, and a handkerchief. In a second count he was charged with receiving those articles, well knowing that they were stolen. The prisoner gave evidence on his own behalf. In the course of his evidence, he said that he was put up at the police station in a row of men for the purpose of being identified by a man who was said to have seen him in the neighbourhood of the house on the day when it was broken into. The prisoner said that an inspector sent out a constable to fetch this man in, and said to him "The second," and that the man then came in and picked out the second man from one end of the row. The prisoner said that he was the second man from the other end of the row. He was asked in cross-examination in this matter : "Would that be an honest way of conducting a case if that were true?" and he answered : "It is not an honest case at all. It is a got-up affair." Subsequently, in answer to the chairman, he said that the inspector might have meant : "Fetch him in this second." The chairman ruled

that questions could be put to the prisoner as to previous convictions, and the prisoner admitted that he had been convicted on six occasions between 1904 and 1907, four of the convictions being for stealing. The prisoner was found guilty of receiving the pencil, stud, and pocket handkerchief, well knowing that they were stolen, and he was sentenced to twelve months' imprisonment with hard labour. The prisoner appealed against his conviction. By section 1 (f) (ii) of the Criminal Evidence Act, 1898: "A person charged and called as a witness in pursuance of this Act shall not be asked, and if asked shall not be required to answer, any question tending to show that he has committed or been convicted of, or been charged with any offence other than that wherewith he is then charged, or is of bad character, unless . . . . (ii.) he has personally, or by his advocate, asked questions of the witnesses for the prosecution with a view to establish his own good character, or has given evidence of his good character, or the nature or conduct of the defence is such as to involve imputations on the character of the prosecutor or the witnesses for the prosecution."

CHANNELL, J., delivered the judgment of the court as follows:—These cases of the admissibility of questions asked in the cross-examination of prisoners who have volunteered to give evidence as to their credit, their character, and former convictions are most difficult to deal with. And this case is one very near the line. Counsel on both sides have based their arguments on what is the true principle applicable to the case. That principle has been clearly expressed by Lord Alverstone, C.J., in the case of *Rex* v. *Bridgwater* (1905, 1 K. B. 131). The passage which lays down the general rule is stated in reference to the particular facts of that case (see L.R. at p. 134). He said:—"It seems to me, on the whole statement, the prisoner's counsel, by his questions to Moss, was not doing more than developing his defence, that the prisoner believed that he was acting under Moss's directions, and seeking to substantiate that defence by means of admissions from Moss. If the questions put to Moss had involved the imputation that he was guilty of misconduct independently of the defence different considerations might arise, for the questions might then, perhaps, be construed as an attack on the prosecutor's general character." That seems to me to explain the principle applicable to these cases. Section 1 (f) of the Criminal Evidence Act, 1898, provides that the prisoner, when giving evidence, is not to be asked questions tending to show that he is of bad character or has been previously convicted unless "he has personally, or by his advocate, asked questions of the witnesses for the prosecution with a view to establish his own good character, or has given evidence of his good character." So far, of course, this provision is only in accordance with the earlier law. But the sub-section proceeds:—"Or the nature or conduct of the defence is such as to involve imputations on the character of the prosecutor or the witnesses for the prosecution." That appears to mean this, that if a defence is conducted so as to involve or the nature of it involves, the proposition that the jury ought not to believe the prosecutor or any witness for the prosecution on the ground that his conduct—not his evidence in the case, but his conduct—outside his conduct in the case makes him an unreliable witness, then the judge ought to know what is the character of the prisoner, the person who is raising this issue of credibility, so that they may see that the character of the man who is making allegations of this sort is such that it may be said that they ought not to rely upon his allegations. That is the general rule applicable to these cases. The present case is obviously very near the line. There was a comparatively weak case for the prosecution, resting mainly, if not wholly, on the identification of three articles found upon the prisoner as articles stolen from this house. One of them, the handkerchief, was fairly capable of identification, for there were marks on it, said by the prosecution to be those of Mr. Whitmore's snuff, by the defence to be marks of coffee and stout. There was a fair case on both sides as to that. But the two other articles were not very capable of identification, though they strengthened the case for the prosecution on the handkerchief. The case was properly dealt with in the summing up. But it was a comparatively slight case. Now the learned chairman allowed questions to be put to the prisoner as to his previous convictions, and he had to confess to several convictions during the last few years. One would imagine that the admission of that evidence was certainly fatal. If that evidence was inadmissible it is a case in which we think that, as the admission of the evidence probably brought about the conviction, we ought to quash it. The prisoner was defended by counsel, but he was not defended upon the ground that the evidence of this police inspector was unreliable, and that he ought not to be believed. That was not put forward in the general conduct of the defence, nor did the nature of the defence involve that contention. But in the course of giving his evidence the prisoner did allege something about the conduct of this police inspector, which, if true, was a serious matter, for it would show that the inspector conducted this identification in a manner unfair to the prisoner. But the prisoner's observation was made in reference to a matter which cannot be said to have been irrelevant. It was in reference to what happened when a person was put forward to identify him as being in the neighbourhood of the house at the time when it was entered—a matter about which he was almost bound to give some evidence. If one deals with the matter carefully and even in a way logically, there is no real ground for bringing in this complaint against the police inspector except to discredit him, because the identification by this person failed—he picked out another man. So that if this statement was relevant at all it was only relevant as making an imputation on a witness for the prosecution. But this complaint was not the substance of the defence. It was natural for the prisoner that he should make this observation as to what he thought he had heard, whether or not it was judicious of him to make it. This statute was not meant to impose on a prisoner so severe a penalty as the exposure to the jury of his previous bad character, where he has inconsiderately, but not unnaturally, made such a statement, which was not immaterial, because it was connected with relevant matter, merely because one sees, on careful consideration, that the only bearing it had was to make an imputation on the character of a witness for the prosecution. We think, therefore, that this case does not come within the rule, that where an imputation is made in detail against the prosecutor or a witness for the prosecution for the purpose of discrediting him, the prisoner may be questioned as to his antecedents, so as to enable the jury to distinguish between the two on the issue of their credibility. As we have said, this case comes very near the line, and it is with some hesitation that we have come to the conclusion that these questions as to the prisoner's previous convictions ought not to have been admitted. As we think that the result of their admission was that the prisoner was convicted, the appeal must be allowed and the conviction quashed. We reserve for future consideration the question as to the operation of this sub-section in cases of rape.—COUNSEL, for appellant, *Graham Milward*; for prisoner, *Harold Hardy*. SOLICITORS, *Director of Public Prosecutions; Registrar of Court of Criminal Appeal*.

[Reported by C. G. MORAN, Barrister-at-Law.]

Societies.

The Sheffield District Incorporated Law Society.

At the thirty-fourth annual general meeting of the Sheffield District Incorporated Law Society, held on Wednesday, the 25th of February, 1909, there were present Messrs. Henry Auty, J. C. Auty, E. G. Bagshaw, Jonathan Barber, Claude Barker, B. T. Burdekin, J. Newton Coombe, M. H. Craven, J. H. Davidson, W. E. Dyson, L. E. Emmet, W. B. Esam, A. S. Fawcett, H. G. T. Fernell, H. W. D. Fielding, A. F. H. Harrop, A. Howe, H. W. Jackson, J. B. Kesteven, W. A. Lambert, A. E. C. Ludlam, A. E. Maxfield, A. Neal, C. Padley, D. H. Porrett, A. B. Richardson, J. P. Russell, H. E. Sandford, F. W. Scorah, T. A. Skinner, A. Slater, W. F. Smith, W. Tottle, and Edward Bramley (hon. sec.).

The notice convening the meeting and the report, as printed and circulated, having been taken as read, it was resolved:—

(1) That the report presented by the committee be received, confirmed, and adopted, and that the accounts of Mr. Arthur Wightman, the treasurer for the past year, as audited by the society's professional auditor, be approved and passed, and that the thanks of the society be given to him for his services.

(2) That the cordial thanks of the society be given to Mr. J. Newton Coombe, the president, for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

(3) That the cordial thanks of the society be given to Mr. Edward Bramley for the able manner in which he has discharged the office of honorary secretary during the past year.

(4) That Mr. Alfred Ernest Maxfield be elected the president.

(5) That Mr. George Denton be elected the vice-president, and Mr. Arthur Wightman be re-elected the treasurer, of the society for the ensuing year.

(6) That Mr. Edward Bramley be re-elected the secretary of the society.

(7) That Mr. Charles Stanley Coombe be appointed assistant secretary of the society, for the ensuing year, at a salary of £50 a year.

(8) That in accordance with Clause 18 of the society's articles, the necessary notice having been given, the number of members of the committee be increased from fifteen to twenty-one, excluding ex-officio members.

(9) That the following gentlemen be hereby appointed to act on the committee for the ensuing year:—Messrs. W. E. Atkinson (Doncaster), Herbert Bedford, C. F. Bennett, Frank Bowman, R. M. Brown, B. T. Burdekin, J. H. Cockburn (Rotherham), C. Stanley Coombe, J. H. Davidson, W. B. Esam, A. S. Fawcett, H. W. D. Fielding, T. Walter Hall, Charles Padley, J. P. Russell, W. F. Smith, J. W. Stabler, W. H. Stacey, R. Styring, C. R. Wilson, and J. E. Wing.

The president presented the society's prize, value £10 10s., to Mr. Thomas Greaves, articled to Mr. H. A. Sanders, of Chesterfield, who passed in the second class for honours in the January (1908) examination; also a special prize, value £5 5s., to Mr. William Ashcroft Lambert, articled to Mr. J. H. Davidson, of Sheffield, who had obtained the Clabon prize, as being the best equity student for the past year (in addition to having obtained third class honours at the April examination of the Law Society).

Mr. Greaves and Mr. Lambert suitably responded.

A vote of thanks to the chairman concluded the meeting.

The following are extracts from the report of the committee:—

Members.—The number of members now is 175. The committee have to record the loss by death, by accidental drowning, of Mr. Thomas Gould, a late president of the society; also the death of Mr. Henry Ernest Ward (Chesterfield). The vice-president and secretary attended Mr. Gould's funeral on behalf of the society, and a resolution of sympathy with his family was passed by the committee.

Conditions of Sale.—As one or two of the conditions required modification in some small particular, the committee took the opportunity of

inviting members to make suggestions for alterations. A number were received, and were put before Mr. John Dixon for the benefit of his opinion. After full consideration of them by Mr. Dixon and by the committee, it was decided not to adopt any of them, and accordingly the conditions have been reprinted with small alterations in Clauses 4, 6, and 7. The committee's view, since the initiation of the conditions, has been that they should be no longer than was really essential for the fair protection of vendors and purchasers, and that they should not be such as would in any way adversely affect sales by trustees on the ground of their being unnecessarily depreciatory. It is always open for vendors' solicitors to insert any special conditions required, and in this way intending purchasers have their attention directed to them. The committee noted with pleasure the appointment of Mr. John Dixon, who, during the thirty years that the conditions have existed, has been the draftsman of them, as a conveyancing counsel to the court, and sent him a congratulatory resolution.

Legal Education.—Members will remember that when the last report was issued the committee were busy in endeavouring to make arrangements for the provision of a Law Faculty at the University of Sheffield. They are very pleased to say that not long afterwards it was found possible to make such arrangements. Owing to the generosity of the Law Society and the University, coupled with a satisfactory response from members of our society in the shape of subscriptions, and with the aid and counsel of the Yorkshire Board of Legal Studies, the Law Faculty was instituted, and came into operation at the beginning of the session 1908-9. The arrangements made took the shape of an agreement between the Sheffield University and the Yorkshire Board of Legal Studies, by which, in consideration of the board undertaking to provide a sum of £350 a year for five years, the University undertook to institute a Law Faculty, giving law degree courses, the total annual cost of which was estimated to be £650. The Law Society, on their part, made a grant to the board of £275 for the first year, which is likely to be continued annually, and your committee guaranteed to the board that the balance of £75 per annum should be forthcoming as a minimum subscription from this district. Appeals made by your committee to all the members of your society resulted in individual subscriptions to the amount of £66 8s. 6d. a year being promised, the subscribers becoming members of the board. In addition to this sum, your committee for the present are making a grant of £25 per annum to the board, making a total paid to the board from this district of £91 8s. 6d. Of this, £10 10s. is to be treated as being the amount provided by your society towards prizes for the students. The Yorkshire board took steps to alter their memorandum of association so as to specifically include not only the University of Leeds, but that of Sheffield, as one of their main centres, and will take in hand such administrative work as cannot be performed by the faculty. The staff consists of a professor and a lecturer. Mr. W. F. Trotter, M.A., LL.M., previously the senior lecturer in law, was appointed the professor, and Mr. A. C. Caporn, B.A., LL.B., of Nottingham, barrister-at-law, the lecturer. The necessary statutes and ordinances have been, or shortly will be, passed, and the faculty properly constituted. The faculty itself consists of six members, including two members of the legal profession in Sheffield nominated by your committee. It has been resolved that, until further resolution, the president and secretary for the time being be such two representatives. There are twenty-six students in all at the legal department of the University of Sheffield, of whom seven are attending the junior course, four the advanced course, and five the degree courses; one is reading for a London law degree, and the remainder are taking evening classes. The committee feel that the society are to be congratulated on the result achieved, which they regard as a most satisfactory development of the work of improving the instruction of law students, which first engaged their attention ten years ago; they consider the progress made during that ten years' period as most gratifying, and they trust that in the future the law department may gradually be strengthened and the number of students there increase.

Plans on Building Leases.—The attention of the committee was called to the fact that, in the case of leases of building estates where plots are of similar dimensions, it is not infrequently difficult to subsequently identify the particular plot by means of the deeds. Often the only means of identification is by reference to the estate plan, at inconvenience and expense. Your committee accordingly suggested to the Sheffield Society of Architects and Surveyors that in every case where an estate is laid out in building plots, the plan on the lease should indicate the distance from the nearest cross roads. That body consented to do all they could to carry out the committee's suggestion, and the committee hope that members will see that, in all cases where they are concerned, this very necessary precaution is taken.

Land Transfer.—The question of compulsory registration of title is again prominently before the members of the profession. In consequence of the appointment of a Royal Commission, at the instance of the London County Council, to report on the working of the Land Transfer Act, an inquiry is now being held into the result of the ten years' working; and the Commission are apparently treating themselves as authorized to deal with the subject pretty widely. The registrar, Mr. Forteacue Brickdale, has given evidence at considerable length, and so have other witnesses, in support of the system of compulsory registration. Detailed information has been obtained from the Associated Provincial Law Societies, and Mr. Frank S. Pearson, of Birmingham, the acting secretary of the association for this purpose, is submitting evidence based upon the mass of information gained in this way. Your committee did not see its way to recommend any attempt at giving statistical results of conveyancing practice in this district, but they passed a resolution deprecating the extension of compulsory registration of title, and offering general evidence to the commission by your vice-president, Mr. A. E. Maxfield, to the effect that the present system of conveyancing in this district is considered by all interested to work satisfactorily. In this matter your committee are acting as part of the Yorkshire Union of Law Societies, who themselves are co-operating with the Associated Provincial Law Societies on the question. Mr. R. Pennington, a member of the Council of the Law Society, is the only member of the profession on the commission. The evidence up to now has been taken *in camerâ*. New rules have been issued under the Act of 1897, providing for inquiry into title being made in every case where land is being put on the register, by the registrar or his assistants, with a view to the property being registered with absolute title, where the documents produced warrant it. This hardly seems in accord with the provisions of the Act, and naturally the fees charged by the registry have been raised, and the consequent expense to land owners through this and through the additional work thereby thrown on their solicitors must be not inconsiderable.

Associated Provincial Law Societies.—Several meetings of this association have been held during the past year. The subject of land transfer has been the principal one demanding attention. Mr. Thomas Marshall, who has acted as secretary since the initiation of this association in 1874, has, on account of ill-health, resigned. A testimonial is to be presented to him, in which your society will join. It is understood that the various law societies in Yorkshire who, with the exception of our society, had ceased to be members of this society some years ago, have intimated their intention of rejoining.

The Limited Partnerships Act, 1907.—It is understood that it is competent for solicitors, if under any special circumstances they desire to do so, to take advantage of the provisions of the Limited Partnerships Act of 1907.

The Birmingham Law Society.

The following are extracts from the report of the committee :—

Members.—Your committee have to report that the number of members as compared with last year shows a decrease of six. Eleven new members have been elected, six have resigned, seven have ceased to be members by reason of non-payment of subscriptions, and four have died; the number on the register on the 31st of December, 1908, was 362. Twenty-three barristers have during the year subscribed for the privilege of using the library.

Library.—The number of books issued during the year reached the figure of 15,426, and your committee would still appeal to all the members to assist in the smooth working of the library and the general convenience of each other by the prompt return of all volumes to the library.

Birmingham Board of Legal Studies.—The board has during the year continued to conduct the classes for law students. The classes have continued to show satisfactory results, but it is found that the annual income is insufficient to meet the annual expenditure. A representative of the board had an interview in London with Mr. Edward Jenks, the Principal of Legal Studies, with the object of getting the annual grant of £250 made by the Law Society increased to £300, but the principal pointed out that his committee would not view any application for an increased grant favourably until the solicitors in this district had themselves made some contribution in aid of legal education. It was shown that in Liverpool, Manchester, Bristol, and other centres considerable funds had been raised from time to time to further legal education. The board thereupon appealed to this society for assistance, and your committee voted the sum of £50 out of revenue of the society for the year under review; your committee believed that this course would meet with the warm approval of the members of this society.

The Law Society.—A vacancy arose on the Council of the Law Society last year by reason of the death of Mr. F. P. Morrell (of Oxford), one of the two representatives of the Midland District. Your committee decided to nominate a candidate for the vacancy, particularly as since the death of Mr. C. E. Mathews this society had not been represented on the Council of the Law Society by an ordinary member of the Council. Your committee prevailed upon Mr. A. H. Coley to allow himself to be nominated as one of the two representatives of the Midland District in accordance with the scheme of the Associated Provincial Societies, and this nomination received the support of the majority of law societies in the Midland District. Mr. Coley's name was accordingly included in the list of candidates for election on the Council, and your committee have pleasure in reporting that he was duly elected, receiving the third highest number of votes recorded in the election. Your committee are glad to believe that the Birmingham District is now well represented on the Council of the Law Society by Mr. R. A. Pinsent and Mr. A. H. Coley: it had long been felt that for so important a centre it ought to have at least two more or less permanent representatives.

Land Transfer Acts.—The inquiry into the working of these Acts so long promised and so frequently asked for by the Law Society, has at last assumed a practical shape by the appointment in July last of a Royal Commission, and this Commission is now sitting and taking evidence on the subject. Immediately the Commission was appointed the Associated Provincial Law Societies appointed a committee to consider the matter, and this committee has decided to collect and offer evidence from the provinces tending to show that the present system of conveyancing is both cheap and expeditious. Your committee nominated Mr.

F. S. Pearson as the representative of this society on the committee, and Mr. Pearson has since been appointed the secretary of such committee. A large amount of evidence is in course of collection, and will in due course be presented before the Commission. It is understood that the evidence tendered from this district to the Select Committee in 1895 produced a distinct impression on the minds of the committee, and consequently an effort has been made to bring such evidence up to date by the furnishing of statistics showing the expedition and cheapness with which transactions have been carried through within the last year in Birmingham and the neighbourhood. Your committee would here acknowledge the loyalty and promptitude on the part of the members with which this information has been supplied, and need hardly assure them that the returns have all been treated with the strictest confidence. As the inquiry is still pending your committee prefer not to make any comments on the subject generally, beyond the statement that no effort is being spared on their part and on the part of the Associated Provincial Law Societies (of which this society is a member) to ensure that not only the above returns, but the delay, expense, and publicity which would inevitably follow the general adoption of a compulsory system of registration of the title to land shall be adequately brought to the Commissioners' notice.

High Court and County Courts.—In July last the Lord Chancellor appointed a committee to consider the relations now existing between the High Court and the county courts, and to report whether any and what alteration should be made in those relations, and consequently in the jurisdiction and practice of the county courts. To assist the committee in framing a report the secretary of the committee submitted, in a letter to your society, a series of questions. A sub-committee was appointed to consider the letter, and after several meetings replies were framed and forwarded to the secretary of the Lord Chancellor's Committee, giving the views of your committee on the questions asked.

The following is a copy of the questions and reply :—Questions submitted by the secretary of the committee appointed by the Lord Chancellor—(1) Does your society consider it desirable that the county courts should become constituent branches or parts of the High Court? (2) What are the principal alterations which your society would recommend in order to carry out any change suggested in the first answer and consequential thereon? (3) Has your society any suggestions to make, either with regard to the High Court or the county courts, which would assist the committee in reporting upon the matter referred to them? (4) Are there any improvements in the working of the present system of the county courts which your society desires to suggest?

Recommendations of the Birmingham Law Society.

(1) It is not desirable that the county courts should become constituent branches or parts of the High Court. No amalgamation, except a nominal one, is, in our opinion, possible between the High Court and the county court, because it is impracticable to make the procedure uniform, the High Court procedure by writ and pleadings being that best suited for actions involving large sums and important issues, whilst the county court procedure by particulars without pleadings is all that is necessary where small sums are involved, or that can reasonably be expected from litigants of inferior education, whilst the power of obtaining further particulars is sufficient to safeguard a defendant against being taken by surprise at the trial. (2) The Birmingham Law Society are *not* in favour of—(*a*) Giving the county court joint jurisdiction with the King's Bench Division of the High Court without limit as to amount, or (*b*) a further increase in the present county court limit, or (*c*) amending section 56 of the County Courts Act, so as to permit of actions for libel, slander, seduction, and breach of promise being tried in the county court. (3) The county court jurisdiction as to the limit of amount and class of action to remain as at present. (4) Section 86 of the Act to be amended as follows :—(*a*) To exclude men of the working class from the operation of the section in all cases not exceeding £20, thus limiting the section to trade debts and to persons above the working class level, and thus to enable orders for immediate payment to be made in all cases under this section. The limit of £20 is inserted because above that amount a plaintiff can now sue and obtain judgment against a working man in the High Court. (*b*) A plaintiff to be entitled to judgment within eight days after service, unless in the meantime defendant obtain leave to defend from the registrar on an affidavit setting out the nature of his defence. No affidavit to be allowed in answer, and no argument before the registrar. The registrar's decision giving leave to defend to be final. Registrar's decision refusing leave to defend to be appealable to county court judge. (5) In order to relieve the High Court of actions within the county court limits and still retain the High Court jurisdiction to try such actions it is suggested—(*a*) In actions of tort the present limit of £20 in section 116 (2) (below which High Court costs cannot be recovered in such actions) to be raised to £100, and (*b*) the provisions in the same section for the allowance of High Court costs where judgment is obtained under order 14 to be repealed. If the above recommendations in reference to the amendment of section 86 are carried into effect, there will be no longer any need for order 14 in respect of liquidated demands within the county court limit. If the claim is admitted judgment can be signed eight days after service of process; if leave to defend is given, the action will be tried considerably sooner and at less cost than if it were brought in the High Court, leave to defend given under order 14, and then remitted to the county court. (6) If recommendations Nos. 4 and 5 were carried into effect it would be necessary to revise the present scale of county court costs. (7) Section 65 of the County Courts Act to be amended so as to enable the master or district registrar to remit an action to the county court wherever the balance in dispute (after deducting any payments made after the action or any sums in respect of which judgment is obtained under order 14) does not exceed £100. (8) The limit above which a jury can be demanded by either party to be raised from £5 to £20. Below that sum cases only to be tried by jury on the judge's order. Jurisdiction of registrars to be extended independently of the parties' consent to cases not exceeding £5, so long as the jury limit remains at £5; if the jury limit is raised then the jurisdiction of registrars should be extended to cases not exceeding £10. (9) In cases for unliquidated amounts over £20 defendant to file points of defence, the defendant not to be precluded from raising any other or different defence at the trial, that being a matter for costs only. (10) The scales of costs generally to be revised, more particularly with the view of allowing larger fees to the advocate in defended cases and for such items as "instructions for brief."

The London Law Clerks' Association.

The second annual general meeting of this association was held on the 26th ult. in the Old Hall, Lincoln's Inn, Mr. W. Willis, Mayor of Battersea, in the chair.

The report for the past year stated that the evidence of the necessity of an organisation such as that was to be found in the fact that the position of law clerks grew steadily worse, and unless some efforts were made speedily to alter existing conditions, the position, bad as it was now, would in a few years be very much worse. The competition of women and the increasing tendency for employers to engage admitted men as managing clerks made it increasingly difficult for the ordinary law clerk to live. The increase in public legal offices must by lessening business in private offices ultimately make competition for employment more keen. The association was trying to secure that appointments at public legal offices should be thrown open to law clerks.

The report was adopted. The chairman remarked that it was true that the position of law clerks was bad enough, but they must bear in mind that the volume of legal business was very much less now than it had been for some time past.

A resolution was proposed declaring it to be urgently necessary that clerical appointments in public legal offices should be thrown open to competition, and that the present restrictions on admission of law clerks as qualified solicitors should be considerably modified.

The resolution was carried unanimously.

Law Students' Journal.

The Law Students' Social Union.

We are informed that steps are being taken towards the formation of a Law Students' Social Union, having as its principal object the fostering and encouragement of good fellowship among the law students of England and Wales. Solicitors (being members of the Law Society, or not being eligible for membership of the Law Society), articled clerks, and bar students will be eligible for ordinary membership. The proposed union will form a connecting link between existing Law Students' Societies. It will also, it is hoped, lead to the establishment, wherever needed, of similar societies of a social nature, *e.g.*, athletic clubs, musical and dramatic societies, etc. Of the future advantages of such a union there is no end. Not only will there result from its establishment a far greater chance of the easy transaction of business, but there will be established also an organization based on social unity which will be able to offer material assistance to those existing bodies which are established for the protection of the interests of the legal profession. Chief among the immediate advantages of the scheme, if carried into effect, will be the institution of union headquarters in a central position in London. To all intents and purposes these will form club premises for the use of members of the union, where they will have an opportunity of meeting one another and discussing points concerning their common occupation. These headquarters will give the union the additional advantage of forming a centre in London for country students when up in town for the last year of their articles, or for their examinations, and of giving them a means of obtaining information as to London practice from London members. It is also intended to keep a register of chambers, offices, and lodgings vacant in London and to obtain the keeping of similar registers relating to other parts of the country by provincial branches of the union. The subscription payable by members will be made as nominal as possible. As yet it is impossible to state any definite amount, but it should not exceed £1 1s. per annum for town members, which sum will include the right to use headquarters. Members whilst resident in the country will be asked to pay a substantially smaller amount. There will also be an entrance fee, but this will not be asked of members of existing affiliated Law Students' Societies, nor of the first 500 applicants for membership of the union who are not already members of any such society.

Only the barest outlines of the proposals have been given above, but they should be sufficient to convey to the reader the general idea of the scheme. Anyone interested in the proposed union, and willing to become a member thereof when it is formed, should communicate with one of the honorary secretaries of the provisional committee, viz., John F. Chadwick, of 7, Kilburn-priory, Maida Vale, London, N.W., and Atherton Powys, of 9, Belsize-square, South Hampstead, London, N.W.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 23.—Chairman, Mr. G. Bertram Willis.—The subject for debate was: "That the case of *Joel* v. *Law Union and Crown Insurance Co.* (1908, 2 K. B. 863) was wrongly decided." Mr. C. P. Blackwell opened in the affirmative, Mr. Talbot seconded in the affirmative; Mr. C. W. Hill opened in the negative, Mr. Dowding seconded in the negative. The following members continued the debate: Messrs. Henderson, Harnett, Varley, Pleadwell, Rubinstein, Davies, and Burgess. The motion was lost by one vote.

March 2.—Chairman, Mr. A. J. Vere-Bass.—The subject for debate was: "That the law of divorce is in urgent need of reform." Mr. J. H. Watts opened in the affirmative; Mr. F. Burgis opened in the negative. The following members continued the debate: Messrs. H. Rede Turner, Harnett, Pleadwell, Varley, H. F. Rubinstein, Dollman, Cornock, Davies, Tyser, Birch, and Dowding. The motion was carried by thirteen votes.

Companies.

Law Guarantee and Accident Society.

ANNUAL GENERAL MEETING.

The twenty-first annual general meeting of the Law Guarantee Trust and Accident Society was held on Wednesday at De Keyser's Royal Hotel, Victoria Embankment, E.C., Mr. Edward Turner, chairman of the company, presiding. In moving the adoption of the report and accounts for the past year, the Chairman, after alluding to the death of Mr. Bristow, one of the original directors of the society, said that, turning to the credit side of the revenue account the premiums, less reinsurances, fees as trustees, etc., amounted to £292,774, which, compared with the corresponding figures of the previous year's accounts of £215,000, showed an increase of £77,000. Then came a new item—"consideration for terminating a treaty with another company," upon which they realised £26,000. The board thought it right to detach that amount from their premium income. The company in question was one with which they had a very small line of re-insurance, and the board considered they had made a good bargain in terminating the contract. The management expenses are actually larger by £7,000 or £8,000, but they were small as a matter of ratio, having regard to the premium income, than they were the previous year. The increase was due to expenses incurred in pushing entirely new annual contract business, which had already, in a short time, brought considerable fruit.

Dealing with the balance-sheet, he said that the investments at or below cost came out at £231,000, as compared with £116,000 last year. That was satisfactory, showing, as it did, an increase of £115,000. The securities were of a thoroughly liquid and marketable character. The item debentures and shares standing at £119,877, represented substantial and valuable securities and shares in successful companies of various kinds, from which it was unnecessary to write off a single penny.

Dealing with the question of advances against securities and properties taken over below cost, he said, "The first of these items consisted of loans or parts of loans which they had guaranteed, and which they had to take over plus capital expenditure, which capital expenditure they hoped to get back again. The second item consisted substantially of mortgages which they had taken over as a whole, mortgages on which a sum had been paid off and properties on which they had actually foreclosed. This latter was a relatively small amount. From the first-mentioned class of properties, which stood in the balance-sheet at £318,000, no less than £87,000 odd was written off before the item came in to this year's accounts. As against the amount represented under the second heading, £396,000, £120,000 had been written off in previous years, making a total reduction on these two accounts of £200,000. They would see by the balance-sheet that in present accounts that they proposed to write off a further £144,000. Of this amount £110,000 had been taken from the general reserve, and £34,000 from reserve from claims held in suspense in last year's balance-sheet. In this writing down of £144,000, in addition to the £200,000 previously referred to, he believed that they had erred on the side of caution. Regarding the item for £113,000 for outstanding premiums, part of this arose from a dispute with one of their re-assuring companies. The whole matter was now the subject of amicable negotiation and arbitration, and he felt sure that a satisfactory solution of all the difficulties would soon be arrived at.

The issue of debenture stock following so soon upon the issue of their preference capital was rendered necessary by the large amount of mortgages which were called in in the early part of last year. They were, in fact, more than twice as much as in either of the two previous years. The resources of the society became strained severely in consequence, and the board had to deal with a situation which demanded prompt action. Looking at the matter all round themselves, and with the best financial advice obtainable, they came to the conclusion that it was the lesser evil to issue that debenture stock than to make calls upon their shareholders. It was not possible to call the shareholders together, although by doing so the board would have been relieved of very heavy responsibilities, for the decision would then have rested with the shareholders instead of with the directors. With regard to this calling in of mortgages, he had told them that twice as many were called in in 1908 as in 1906 and 1907, but that was also accompanied by a corresponding and equally new difficulty in obtaining transfer of mortgages. In past years there had not, speaking generally, been much difficulty in doing so, but what made people call in their mortgages prevented other people taking them over as an investment. This applied in a very large measure to public-house properties. The congestion with regard to these was due to causes that were notorious. The Licensing Bill did not pass, but he appealed to the shareholders to endorse his opinion when he said that the result of its being brought in had by no means died away. Judged by results, it might be said that the guaranteeing of licensed properties had been a very unfortunate matter in the history of their society. He devoutly wished they had never touched one of these properties. Looking back only ten years, however, no sane man of business would then have said that a mortgage on licensed property was in itself a rash or speculative security. The board had carefully considered their course of action, and he did not think the shareholders would be surprised to hear that in the interests of policy-holders and shareholdres alike they had closed the doors to the guaranteeing of licensed mortgages.

In reference to flats properties, about one-sixth was represented under that heading in the amount of loans called in last year. For the future the directors had decided that, except in very exceptional circumstances, the door might also be considered closed in regard to mortgages on large blocks of flats.

The business of mortgage insurance had always been regarded from the very commencement as a substantial part of the company's work. It had been suggested that they had taken these mortgage risks so as to pile up their premium income. This was a mistaken notion; the premium income during the past six years had been two and a-half times as much as it was during the preceding seven years, whilst in regard to the loans called in last year, those that the society guaranteed during the first period mentioned bore a proportion of six and a-half to one, as against the loans guaranteed during the latter period, when the premium income had gone up to such a large extent. With regard to the debenture business, he had nothing to say that was not favourable and satisfactory; it was very profitable, directly and indirectly. As they were aware, there had been many rumours that the directors intended to make a call upon the ordinary shareholders. This rumour he characterised as baseless. The directors had no intention whatever of making a call upon the shareholders.

In conclusion, he appealed to the shareholders to do all in their power to help the company. In this connection he would remind them that many new classes and kinds of insurance had come into existence of late years, such as personal accident, sickness, burglary—with or without combination of fire—domestic servants, and even the consequences of professional negligence. Apart from the question of their own insurance business, the shareholders had many means of influencing sound business for the society. He asked them, when contemplating investments, that they should consider the unissued debenture stock of the society, which constituted a splendid security. He would, moreover, earnestly beg of them not to sell their shares at the present monstrous prices at which they had been quoted.

The board had every confidence in the future of the society. They had weathered troublesome times in the past, and they would surmount the present troubles equally satisfactorily. He believed that the Law Guarantee Society had a safe and prosperous future.

The motion was seconded by Sir John Gray Hill, the vice-chairman, who said that Sir Edward Clarke, who attended the meeting, would have to leave before he could express his views. These, however, he had incorporated in a letter to Mr. Rawle, in which he stated that he was glad to find, by the report, that the directors were dealing with courage and firmness with a difficult situation, and he would most certainly support them. He (Sir E. Clarke) was anxious that some plan should be contrived for a joint undertaking by present holders of shares not to sell or transfer them for a period of five years. The board, who held some 10,500 ordinary shares between them, were quite prepared to enter into such an arrangement.

After some discussion of a sympathetic and friendly character, in which Mr. Pennington, Mr. Lawton, Mr. J. M. Henderson, M.P., Lord Clifford, and others took part, the report was unanimously adopted. The retiring directors and auditors, being unanimously re-elected, the proceedings closed with a cordial vote of thanks to the chairman, directors and the general manager (Mr. Thomas R. Ronald).

Obituary.

Mr. Henry Cooke.

The sudden death of Mr. Henry Cooke, senior partner of the old-established firm of Messrs. Isaac Cooke & Sons, of Bristol, took place in the street at Clifton, on the 12th ult., and occasioned widespread regret. The late Mr. Henry Cooke was sixty-seven years of age. He was a son of Mr. George Cooke, whom he succeeded as senior partner in the firm in 1894, and who was, at his death, at the age of ninety, the doyen of the legal profession in Bristol. Mr. Henry Cooke was educated at Cheltenham College, and at Trinity College, Cambridge, proceeding to M.A. in due course. He served his articles to his father, and was admitted solicitor and notary public in 1866, since when he had been a member of the firm. The business has a history extending into three centuries, having been founded by the deceased's grandfather, Isaac Cooke, whose name appears as an attorney practising at Bristol in 1792. The style of Isaac Cooke & Sons has existed practically without in-

terruption since 1828. The connection includes several large landowners, county families, and public companies. It was of recent years considerably extended by the late Mr. Cooke's personal efforts. Mr. H. Cooke may be described as a trusted friend, a sound adviser, and one whose gifts of skill, tact, and urbanity made him popular with clients and professionals alike. In the somewhat special domain of Parliamentary negotiation, he was recognized as a well-equipped expert. In spite of the heavy and pressing calls of his business, he devoted much time and trouble to public and charitable works, in which his counsel and co-operation were highly prized. He was for many years a member of the council of the Bristol Law Society, and was its president on the occasion of the Law Society holding its annual provincial meeting at Bristol in 1894. He also served for a time on the Council of the Law Society. Mr. Cooke leaves a widow and two sons by his former marriage. His younger son, Mr. Herbert Edgar Cooke (B.A., Oxon.), is now sole survivor in the firm. At the funeral at Portbury, Somerset, on the 17th ult., there was a large gathering of the legal profession. The mourners included Mr. G. I. Foster Cooke (brother) and Mr. Forster Alleyne, barristers-at-law. The Bristol Law Society was represented by Mr. H. C. Trapnell (president) and Mr. J. N. C. Pope (hon. sec.). Amongst solicitors present were Messrs. Jere Osborne, N. Strickland, A. Green-Armytage, C. E. D. Boutflower, J. C. Glyde, F. J. Press, T. Cartwright, H. N. Gwynn, and others.

Mr. C. T. Room.

Mr. Charles Turner Room, solicitor, died on the 22nd ult. He was admitted in 1864, and had for many years been a partner in the firm of Messrs. Watson, Sons, & Room, Bouverie-street, E.C., and Hammersmith. He was one of the founders of the Employers' Liability Assurance Corporation, and rendered important services in the amalgamation of the British Empire Life Assurance Company with the Phœnix Company.

Mr. E. S. Falkner.

The death is announced, on the 2nd inst., of Mr. Evelyn Sherard Falkner, solicitor, of Newark. Mr. Falkner was admitted in 1866, and had for over thirty years been clerk to the Newark county magistrates.

Legal News.

Appointments.

His Honour Judge LINDLEY has been elected Chairman of the Derbyshire Quarter Sessions, in succession to Mr. Samuel Leeke.

Changes in Partnerships.

Admission.

Mr. C. Urquhart Fisher, of 19 and 20, Holborn-viaduct, London, E.C., solicitor, has taken into partnership, as from the 1st of March, 1909, Mr. KENELM H. H. SMITH, late of the firm of Messrs. Hurd & Kenelm Smith. The firm's name will be henceforth C. Urquhart Fisher & Co.

Dissolution.

GEORGE NEWBY WATSON and GEORGE HERBERT WATSON, solicitors (Newby Watson & Son), Darlington. Jan. 26. The said George Newby Watson having retired from practice. [*Gazette*, Feb. 26.

General.

Lord Justice Farwell has been suffering from influenza, and is not expected to return to the bench this week.

It is stated that Mr. E. S. Fordham, metropolitan police magistrate, who has been ill since November last, is still in a weak condition, though he is improving slowly.

In charging the grand jury at the March session of the Central Criminal Court, the Recorder said that the court had been permanently in session since the 12th of January last. When he first became connected with the court, forty years ago, the sessions terminated generally on the Thursday, and sometimes on the Wednesday; but now, owing to the increase of population, the complexity of the cases, and the ingenuity which education enabled persons to exercise to evade the law, it was difficult to bring the business of the court to a conclusion within a reasonable time.

The library of Lincoln's-inn, says the *Times*, has suffered a serious loss in the disappearance of a number of very valuable books formerly included in its collection. It is supposed that the books have been stolen, but for the present this is a matter only of conjecture. All that is certainly known is that the books are missing. For how long a time they have been missing cannot at present be ascertained. The library contains a large number of very valuable volumes, and it appears that it was in consequence of one of these being sought by a reader, and not being found in its place, that an investigation was made which led to the discovery that others also were missing. Although the authorities of Scotland Yard were informed of the facts some months ago, the loss suffered by the library has been carefully concealed from public knowledge, and it was not until Monday that the first announcement of it was made. A description of the books has recently been circulated among those likely to be of service in procuring their restoration.

Several decades ago, says a Philadelphia journal, there lived in Charleston a judge noted for his boorish manners. A lawyer whom he especially disliked was once arguing a case before him, and all the while the lawyer spoke the judge sat with his feet elevated on the railing in front of him, hiding his face. Exasperated by this, the lawyer queried: "May I ask which end of your honour I am to address?" "Whichever you choose," drawled the judge. "Well," was the retort, "I suppose there is as much law in one end as the other."

The report of Lord Gorell's committee, says a writer in the *Daily Telegraph*, is said to have been despatched to the Lord Chancellor. It is to be hoped that it will not be pigeon-holed, as was the report of Lord Macnaghten's committee. What the latter document contained has never yet been revealed to an expectant profession. As (according to common report) Lord Gorell and his companions have recommended the appointment of more judges of the King's Bench Division, there may possibly be a tendency to withhold the report from the public. Such a tendency, if exhibited, would perhaps be checked by the putting of a few questions in the House of Commons.

From the annual report of the City Coroner it appears that a tentative measure in the shape of a proposed general Anæsthetics Bill is now under the consideration of the Privy Council and Home Office, which Bill limits the administration of anæsthetics to registered medical practitioners, and requires that all candidates, before presenting themselves for their final medical examination, shall have received thorough theoretical and practical instruction in anæsthetics, under the supervision and to the complete satisfaction of their respective teachers. The coroner adds that present available *data* as to deaths during anæsthesia are so imperfect as to be useless for the purpose of formal investigation, and that it is highly desirable to arrive at satisfactory conclusions regarding all deaths under anæsthesia, both for the safety of the public and for the furtherance of scientific knowledge.

The West End of Berlin has, says the *Evening Standard*, been startled by the sight of a judge becoming suddenly insane and running amok. The subject of the attack was Judge Niemir, formerly of the High Court, and the outbreak occurred quite suddenly. He demolished all the windows in his dwelling, smashed the entire stock of crockery, glasses, wine bottles, and flower-pots, and wrecked a considerable portion of his own furniture. Niemir had previously barred and barricaded the doors and threatened to murder his servants. These fled, screaming, to the balcony, and were rescued by means of a fire-escape, which was hurriedly brought up by the brigade. The firemen attempted to enter the dwelling, and when they broke the doors open Niemir rushed to meet them armed with an axe, with which he attacked them. He was felled by means of the jet from a high-pressure hose, and then the police seized him.

Referring to the situation which Sir George Smallman's illness has created in the Bottomley case, a writer in the *Globe* says that it has not infrequently occurred in trials in the High Court. When, for instance, Sir Francis Jeune retired in 1905, an important case in the Divorce Court, which had been partly heard by him, had to be retried before his successor. Even in the appellate courts the same difficulty has occurred. A very peculiar situation was created in the Court of Appeal by the death of Lord Justice Chitty. Judgment had been reserved in an appeal he had recently heard with Lord Justice A. L. Smith and Lord Justice Collins. Lord Justice Chitty died without having written his judgment, and the two surviving Lords Justices could decide the case only as arbitrators, and, as this would have prevented an appeal to the House of Lords, the counsel engaged in the case were not prepared to accept their decision.

One of the most curious bargains ever negotiated in a law court has, says the New York correspondent of the *Daily Mail*, occurred during the progress of the trial of Colonel Cooper and his son for the murder of Senator Carmack, at Nashville, Tennessee. Counsel for the defence complained that Dr. Glasgow, whom the prosecution employed to examine Mr. Carmack's body, would not inform them of the results. The prosecution declared that the defence might call Dr. Glasgow as a witness, but forbade the doctor to give the defence any information privately unless £60, the amount of the doctor's fee, were returned to them. The defence retorted that they would gladly pay £60 if they decided to call Dr. Glasgow as a witness. "You must pay us," exclaimed Mr. McCarr, for the prosecution, "before you talk to him." The defence agreed to the terms of the prosecution, the judge observing that he disapproved of such trading, but was powerless to stop it.

A dinner was given to the retiring Comptroller-General of Patents, Designs, and Trade-Marks, Sir Cornelius Dalton, C.B., by the Chartered Institute of Patent Agents, on Saturday, Mr. William Clark, the president, in the chair. The president, in proposing the health of the guest of the evening, said that the work of the comptroller had greatly increased in recent years, more especially since the Act of 1902, and it was much to their guest's credit that the transition from the old to the new system had been accomplished so smoothly. Sir Cornelius Dalton, replying, said that he felt in the position of a man who had been for some years under the supervision of the institute, of the patent bar, of inventors, and of commercial men generally, and who, upon appearing at the judgment seat, had been unexpectedly told that a verdict had been found in his favour, the judge most considerately adding that he left the court without a stain on his character. He must at once confess that he owed that verdict to the staff of the Patent Office. The head of a great public office, however able, could not succeed without a good staff, while a very moderate man was bound to win some successes with such a staff.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday March 8	Mr Leach	Mr Farmer	Mr Beal	Mr Bloxam
Tuesday 9	Borrer	Leach	Greswell	Farmer
Wednesday 10	Beal	Borrer	Goldschmidt	Leach
Thursday 11	Greswell	Beal	Synge	Borrer
Friday 12	Goldschmidt	Greswell	Church	Beal
Saturday 13	Synge	Goldschmidt	Theed	Greswell

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday March 8	Mr Synge	Mr Borrer	Mr Goldschmidt	Mr Theed
Tuesday 9	Church	Beal	Synge	Bloxam
Wednesday 10	Theed	Greswell	Church	Farmer
Thursday 11	Bloxam	Goldschmidt	Theed	Leach
Friday 12	Farmer	Synge	Bloxam	Borrer
Saturday 13	Leach	Church	Farmer	Beal

The Property Mart.

Forthcoming Auction Sales.

March 10.—Messrs. DAVID BURNETT, SON & BADDELEY, at the Mart; Business Premises, Freehold Property, Freehold Ground-Rents (see advertisement back page, this week).

March 11.—Messrs. CHESTERTON & SONS, at the Mart, at 2: Freehold Ground-Rent, Freehold Land, Small Investments, and Weekly Property (see advertisement, back page this week).

March 15.—Messrs. MONTAGU & ROBINSON, at the Mart, at 2; Investments (see advertisement, back page, this week).

March 17.—Messrs. TROLLOPE, at the Mart: Mansion; and to Let by Auction St. George's Hall (see advertisement, back page, Jan. 23).

March 25.—Mr. JOSEPH STOWER, at the Mart, at 2: Freehold Investments (see advertisement, page v., Feb. 27).

March 31.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2: Freehold and Freehold Ground-Rent (see advertisement, page v., Feb. 27, and back page, this week).

Result of Sale.

REVERSIONS, LIFE POLICIES AND LIFE INTERESTS.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 878) of the above-named Interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £1,932 10s.

ABSOLUTE REVERSION to about £1,020	Sold £310
ABSOLUTE REVERSION to £386 10s.	Sold £255
POLICIES OF ASSURANCE for £1,500	Sold £440
POLICY OF ASSURANCE for £1,000	Sold £415
LIFE INTEREST in £100 per annum	Sold £350
REVERSION to £277 15s.	Sold £130
ENDOWMENT POLICY for £1,000	Sold £332 10s.
LIFE INTEREST in about £4,000	Sold £350

Winding-up Notices

London Gazette.—FRIDAY, Feb. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABBONTIAKOON BLOCK 1 LIMITED—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swithin's-ln, liquidator

ABBONTIAKOON (WARSAW) MINES, LIMITED—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swithin's-ln, liquidator

ANGLO-GRECIAN STEAMSHIP CO., LIMITED—Creditors are required, on or before Mar 22, to send particulars of their debts or claims, to G. M. Gilbert, 30, Tavistock-square

AUSTRALIAN MAIL LINERS SYNDICATE, LIMITED—Creditors are required, on or before Mar 8, to send their names and addresses, and particulars of their debts or claims, to William Graham, 24, Coleman st

BANQUE INTERNATIONALE, LIMITED.—Creditors are required, on or before Mar 15, to send their names and addresses, and the particulars of their debts or claims, to E. Stoneham, 37 and 39, Essex st, Strand, liquidator

CONGRESO COFFEE (MEXICO), LIMITED.—Creditors are required, on or before Mar 29, to send in their names and addresses, and the particulars of their debts or claims, to Percy Joon Payne, 3, Church-passage, Guildhall. Martin & Co, King st, Guildhall, solors to the liquidator

EGYPTIAN CONSTRUCTIONS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 1, to send their names and addresses, and particulars of their debts or claims, to John Walker, Rue Abdeen No. 18, Cairo, Egypt, liquidator

EGYPTIAN PRODUCE AND NAVIGATION CO, LIMITED—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to A Dumény, Maison Mesiaca pasha, Sharia Kavr-el-Nil, Cairo, liquidator

GHEZIREH MANSIONS, LIMITED—Creditors are required, on or before Mar 6, to send in their names, and the particulars of their debts or claims, to George Aivas, 1, Sharia Oberifein, Cairo, liquidator

JAMES HEATHCOTE & SONS, LIMITED—Creditors are required, on or before March 27, to send in their names and addresses, with particulars of their debts or claims, to Harry Lloyd Price, 15, Fountain st, Manchester, liquidator

KING MOTOR "N.S." TUBE AND GARAGE, LIMITED—Petn for winding up, presented Feb 18, directed to be heard March 9. Crowders & Co, Lincoln's inn fields, for Barrett & Son, Slough, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 8

MOUNTAIN COLLIERY CO, LIMITED—Petn for winding up will be heard on March 9. Smith & Co., John-street, Bedford row, for Lewis & Co., Cardiff, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 8

London Gazette.—TUESDAY, March 2.

AUTOCAR CONSTRUCTION CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to Charles Williamson Milne, 3 and 5, Crown ct, Old Broad st, London, liquidator

DARTFORD RAILWAY WAGON AND ENGINEERING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts and claims, to Thomas Greenwood, 147, Leadenhall st, liquidator

GEORGE PETTIGREW AND CO, LIMITED—Petn for winding up, presented Feb 26, directed to be heard at the Court House, 4, Bridge rd, Stockton-on-Tees, March 16, at 11 o'clock. Archer & Co,, Stockton on Tees: London agents, Crump, & Co, Great George st, Westminster. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon on the 15th day of March, 1909

GILLETT'S, LIMITED—Petn for winding up, presented Feb 24, directed to be heard at Court House, Half Acre, Brentford, on March 19. Tree & Co, Lincoln's inn fields, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 18

HOLZAPFEL'S COMPOSITIONS CO, LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to George Henry Coy, Milburn House, Newcastle upon Tyne, liquidator

MANCHESTER DISTRICT MOTOR OMNIBUS CO, LIMITED—Creditors are, on or before March 31, to send their names and addresses, and the particulars of their debts and claims, to Ernest Innis Husey, 58, Coleman st, Worthington & Co, Nicholas ln, solors for the liquidator

NEW SALT SYNDICATE LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to James Fitzpatrick, 147, Leadenhall st, liquidator

PEAK HYDROPATHIC, LIMITED—Petn for winding up, presented Feb 27, directed to be heard March 16. Wynne-Baxter & Keeble, 9, Laurence Pountney hill, Cannon st, for Beldon & Ackroyd, Bradford, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 15

RIFLE RANGE CO, LIMITED—Creditors are required on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to Albert H. Partridge, 2, Gresham bldgs, liquidator.

SNIP HOTEL (1907), LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Frederic S. Jackson, Town Hall chmbrs, Borough High st, liquidator

STEEL NUT AND TUBE CO, LIMITED—Creditors are required, on or before March 31, to send in their names and addresses, and particulars of their debts or claims, to William Stewart Gregg, 3 and 5, Crown ct, Old Broad st

WHALLEY RANGE BUILDING AND IMPROVEMENT CO, LIMITED—Creditors are required, on or before April 3, to send in their names and addresses, with particulars of their debts or claims, to Harry Lloyd Price, 15 Fountain st, Manchester, liquidator

YAKUTSK EXPLORERS, LIMITED—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Herbert Brocklehurst, 4, Broad st pl, liquidator

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb 26.

ATKINSON, MARY ANN, Stanningfield, Suffolk April 6 Greene & Greene, Bury St Edmunds

BALL, WILLIAM EDWARD, Shenfield, Essex Mar 26 Meredith & Co, New sq, Lincoln's inn

BELLENIE, CAROLINE, ANN, Kentish Town April 1 Lamaison, St Swithin's ln

BISHOP, GEORGE BAKER, Brighton March 22 Woolley & Bevis, Brighton

BOUGHEY, JAMES, New Brigiton, Chester, Land Agent Mar 31 Eskridge & Roby, Liverpool

BOULAVE, ISADORE BALGOIS Manchester, Cloth Merchants April 5 Lawson & Co, Manchester

BRAGGE, CHARLES GALINDO, Bristol Mar 25 Holloway & Co, Lincoln's inn fields

CHARLESWORTH, Rev EDWARD GOMMERSALL, Middlesbrough Mar 31 Robinson, Darlington

CLARK, JAMES, Gloucester rd, South Kensington, Saddler April 8 Worrell & Son, Coleman st

DUDLEY, SARAH JANE, Ashton under Lyne Mar 18 Hurst & Hewitt, Ashton under Lyne

FERGUSON, GEORGE WORRALL, Greenheys Manchester, Grocer's Assistant April 2 Dyke, Duchy of Lancaster Office

FREEMAN, WILLIAM SOUTH, Gaywood, Norfolk Mar 13 Ward, King's Lynn, Norfolk

FULLER, JANE ELIZABETH, Skelton in Cleveland, Yorks March 27 Hoggett, Loftus

HARDMAN, GEORGE, Stockport, Iron Merchant April 14 Johnston, Stockport

HAYWARD, HANNAH, Cambridge April 13 R C & S Burrows, Cambridge

HILL, FREDERICK, Edgbaston March 31 Powell & Browett, Birmingham

HOPWOOD, THOMAS SMITH, Southend on Sea March 25 Tatham & Co, Queen Victoria st

HOWARD, THOMAS, Cowes, I of W April 15 Jones, Finsbury sq

JORDAN, EDWIN ARUNDEL VICAT, Dorchester, nr Wallingford, Oxford March 24 Sherwood & Co, Essex st, Strand

KISCH, RACHEL, Kensington gdns sq, Hyde Park March 24 Jacobs & Dixon, Hull

KNOWLDEN, ALFRED, Tankerville rd, Streatham April 9 Stock & Slater, Walbrook

LAWSON, JAMES COLDWELL, Rowlands Gill, Durham March 26 Ward, Newcastle upon Tyne

MARCH, DAVID, Romford, Essex April 14 Bloomfield, Romford

MARE, MARY ANN ELEANOR LE, Budleigh Salterton, Devon April 3 Lindsay & Co, Ironmonger ln

MARLEY, GEORGE NORTON, Shaldon, Devon, Mar 31 Jordan & Son, Teignmouth

MASTERS, JEMIMA, Barnes Mar 25 Edwards & Sons, Moorgate-st

MILLIGAN, GEORGE DUNBAR, Piccadilly April 17 Garrard & Co, Suffolk st, Pall Mall East

MILNE, ELIZABETH CLARA, South Farnborough, Mar 25 Milne & Milne, Clement's inn

MORDAUNT, HELEN MARY, Shanklin, I of W April 7 Woodburn & Holme, Liverpool

MORGAN, Hon FREDERIC COURTENAY, Ruperra Castle, Glam April 9 Rider & Co, New sq, Lincoln's inn

MORSE, FRANK HAYMAN WALFORD, Bedford April 1 Halliley & Morrison, Bedford

NICHOLAS, ARTHUR GEORGE, Birmingham Mar 31 Vernon & Co, Coleman st

PECK, ROBERT HENRY, Golden ln, Bookbinder Mar 26 Paterson & Co, Bream's bldg Chancery ln

PORTCH, THOMAS, HENRY, Hammersmith, April 6 Loyd, North rd, Clapham Park

POWLESLAND, SARAH ANN, Ealing Mar 25 Procter, Ealing Broadway, Ealing

PRIDMORE, SOPHIA, Coventry March 29 Pridmore, Coventry

SEYMOUR, The Ven Archdeacon ALBERT EDEN, Ilfracombe March 29 Ford & Co, Exeter

SMYTH, JAMES JOSIAH, Peasenhall, Suffolk, Drill Manufacturer March 25 Block w Cullingham, Ipswich

STOTT, FELIX, Oldham March 29 Smith, Oldham

SUTCLIFFE, MARY, Morecambe March 27 Broughton & Broughton, Accrington

SWINDELLS, ANNIE LAVINIA, Halifax March 21 Barstow & Midgley, Halifax

THOMPSON, WILLIAM GREGORY, Lytham, Lancs, Manufacturing Chemist March Farrar & Co, Manchester

TITFORD, MAURICE, Kentish Town rd March 31 Titford, Kentish Town rd

WILKINSON, KATHERINE MARGARET, Brunswick ter, Kensington March 18 Rankin, Birmingham

WILLIAMS, JOSEPH, Calne, Wilts, Baker April 30 Gough & Son, Calne, Wilts

WILLIAMS, THOMAS EVANS, Hereford March 25 Moore, Hereford

WILSON, ALICE, Norwich March 26 Goodchild, Norwich

WINKWORTH, GEORGE, Streathbourne rd, Upper Tooting April 8 Burne & Wykes Lincoln's inn fields

WOOD, JAMES, Berkhamsted, Ironfounder March 25 Sedgwick, Berkhamsted

WOOD, WILLIAM HENRY, Harborne, Birmingham, Manufacturer March 31 Wood & Co Birmingham

London Gazette.—TUESDAY, Mar. 2.

BEARD, MARY JANE, Linton, Derby April 13 Flux & Co, East India av
BIRD, WILLIAM LUTYENS, Rochampton, Surrey April 5 Budd & Co, Bedford row
BRAILSFORD, THOMAS STANLEY, Torquay April 16 Ashurst & Co, Tavistock sq
BURGESS, Col HENRY MILES, Abergavenny Mar 15 H E Burgess, White Cottage, Beaconsfield
CROFT, JAMES, Leigh, Lancs, Engineman Mar 31 Marsh & Co, Leigh, Lancs
ENDEAN, EMILY JANE, Hove, Sussex April 10 Nye & Clewer, Brigaton
FARNERY, JANE, Kingston upon Hull April 1 Payne & Payne, Hull
FULFORD, WILLIAM HENRY, Stretford, nr Manchester April 10 Boote & Co, Manchester
HALL, ISABELLA, Kensington Palace gdns Mar 31 Cooper & Goodger, Newcastle upon Tyne
HARTLEY, HARRY, Beeston, Leeds April 1 Bamsden & Son, Leeds
HENRIQUES, ELIZABETH WALEY, Sussex gdns April 1 Burton & Co, Surrey st
HOLDITCH, JOHN WOODS, Brockley, Hat Trimmings Manufacturer April 17 Hollams & Co, Mincing ln
HOUGHTON, JOHN, Sutton, St Helens, Lancs, Insurance Agent March 27 Webster, St Helens
HOULDEN, WILLIAM BOTTERILL, Balby, nr Doncaster March 30 Atkinson & Son, Doncaster
HOWARTH, JAMES, Westhoughton, Lancs, Grocer April 30 Marsh & Co, Leigh, Lancs
HUGHES, ELIZA, Oxford April 6 Galpin, Oxford
JACKSON, MARY, Avranches, Manche, France April 5 Ticehursts & Co, Cheltenham
LAST, WILLIAM, Occold, Suffolk, Farmer March 25 Lawton, & Co, Eye, Suffolk
MACPHERSON, SARAH, Saltburn by the Sea March 30 Preston, Middlesbrough
MATHURY, HEBER South Shore, Blackpool, Joiner March 30 Read, Blackpool
MILNE, ELIZABETH CLARA, South Farnborough, Hants March 25 Milne & Milne, Clement's inn
MOORE, ELIZABETH HARVEY, Braunton, Devon April 9 Ward & Son, Exeter
MORTIMER, THOMAS, Bishop's Hill, Ipswich, Mallster Mar 25 Kersey, Ipswich
NELSON, MARTHA, Halifax March 27 Dey, Halifax
NELSON, THOMAS JAMES, Halifax March 27 Dey, Halifax
OVERY, JOHN HENRY, Dartford April 2 Cubison, King st, Cheapside
OVEY, ISABELLA, New Beckenham, Kent April 7 Martelli, Staple inn
PARSONS, MATILDA SARAH ANN, Upper Easton, Bristol April 5 Atchleys, Bristol
POOLE, COLLINSON, Clayton le Moors, Lancs, Mineral Water Manufacturer March 31 Britcliffe, Accrington
SEABER MARY ANN, Burnt Fen, Mildenhall, Suffolk March 18 Welchman & Dewing Wisbech
SMITH, HENRY, St Annes on the Sea, Lancs, Ironmonger April 1 Middleton & Sons, Leeds
SOMERFIELD, WILLIAM ELIJAH, Bloxwich, Staffs April 3 Evans, Walsall
STONEHAM, WILLIAM, Buckden, Hunts April 10 Hunnybun & Sons, Huntingdon
TALL, JAMES, Hampton in Arden, Warwick, Licensed Victualler Mar 27 Jaques & Sons, Birmingham
TERRILL, JANE, Camborne, Cornwall April 5 Paige & Grylls, Redruth
THOM, OSWALD, West Felton, nr Oswestry April 15 Peace & Ellis, Wigan
THOMAS, JOHN, Halifax Mar 13 Moore & Shepherd, Halifax
TRENHOLME, MARGARET, Stokesley, Yorks Mar 27 Carrick, Stokesley
VAUGHAN, SARAH ANN, Newmarket April 6 A H & A Ruston, Newmarket
WELCH, SARAH, Brighton March 20 Gater, Bishop's Waltham
WHITTLE, WILLIAM Southport, Lancs, Veterinary Surgeon April 20 Berry & Berry, Manchester
WOODWARD, MARY, Bolton April 3 Russell & Russell, Bolton
WRIGHT, ARTHUR, Lagos, Southern Nigeria, Government Printer Mar 22 Nicholson & Crouch, Surrey st, Strand

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb 26.

RECEIVING ORDERS.

ADAMS, PERCY, Brentford, Grocer Brentford Pet Feb 23 Ord Feb 23
BALL, WILLIAM WHORMBY Morecambe, Grocer Preston Pet Feb 24 Ord Feb 24
BARCLAY, HENRY JAMES, Silverdale, Sydenham, Kent Greenwich Pet Dec 16 Ord Feb 23
BARKER, HERBERT, Cleethorpes, Stableman Great Grimsby Pet Feb 23 Ord Feb 23
BARNBY, HERBERT, Kingston upon Hull, Commission Agent Kingston upon Hull Pet Feb 24 Ord Feb 24
BEAUMONT, HUBERT BLACKETT, Delph, Yorks Oldham Pet Feb 22 Ord Feb 22
BELAS, ARTHUR, Endsleigh gdns, Euston sq, Company Traffic Manager High Court Pet Oct 1 Ord Feb 23
BERRY, JAMES S, Stafford, Billiard Hall Proprietor Stafford Pet Jan 28 Ord Feb 22
BLUNDELL, JOHN, Linslade, Bucks, Undertaker Luton Pet Feb 22 Ord Feb 22
BURCH, JEREMIAH, Ashford, Kent, Hop Factor's Agent Canterbury Pet Feb 23 Ord Feb 23
CARTER, HERBERT, Little Bispham, Blackpool, Engineer Preston Pet Feb 24 Ord Feb 24
COLE, HERBERT EDWARD, Ynysddu, Mon, Outfitter Newport, Mon Pet Feb 22 Ord Feb 22
CORNOCK, ALBERT EDWARD, Halton Hill, nr Leeds, Grocer Leeds Pet Feb 22 Ord Feb 22
DAVIES, HUGH, Abercynon, Glam, Collier Pontypridd Pet Feb 22 Ord Feb 22
DUNN, ARTHUR, Watford, Dealer in Musical Instruments St Albans Pet Feb 9 Ord Feb 22
FENNER, AUGUSTUS JAMES, Blackheath, Chemist Greenwich Pet Jan 18 Ord Feb 23
FENSOME, WILLIAM, Luton, Insurance Agent Luton Pet Feb 24 Ord Feb 24
FOWLER, GEORGE FREDERICK JOHN, Eastbourne, Marble Polisher Eastbourne Pet Feb 23 Ord Feb 23
GEE, GEORGE GIBSON, Arnold, Notts, Butcher Nottingham Pet Feb 22 Ord Feb 22
HALL, WILLIAM HUNTER, Blackpool, Builder Preston Pet Feb 23 Ord Feb 23
HANBY, THOMAS ROE, Bradford, Jeweller Bradford Pet Feb 22 Ord Feb 22
HILL, GEORGE EDWARD JAMES, Lowton, Lancs, Nurseryman Bolton Pet Feb 24 Ord Feb 24
HOWSON, JOHN PEARSON, Woore, Salop, Tea Dealer Hanley Pet Feb 23 Ord Feb 23
LADBURY, ROBERT BOULTON, Redditch, Grocer Birmingham Pet Feb 22 Ord Feb 22
LUSHER, JAMES, Binham, Norfolk Norwich Pet Feb 10 Ord Feb 24
MCHARDY, JAMES, Beaumont cres, West Kensington High Court Pet Dec 30 Ord Feb 24
MERRILL, JOHN WILLIAM, Sheffield, Toy Merchant Sheffield Pet Feb 23 Ord Feb 23
MORGANS, DAVID, Moyddinuchaf, Llanarth, Cardigan, Farmer Aberystwyth Pet Feb 17 Ord Feb 22
NEWMAN, CHRISTOPHER, Colchester, Hairdresser Colchester Pet Feb 22 Ord Feb 22
OGDEN, RICHARD ARTHUR, Blackburn, Grocer Blackburn Pet Feb 22 Ord Feb 22
PALMER, ALFRED EDWARD, Saul, Glos, Insurance Agent Gloucester Pet Feb 22 Ord Feb 22
PANK, SARAH, Sheringham, Norfolk Norwich Pet Feb 10 Ord Feb 24
PHILLIPS, WILLIAM, Swansea, Labourer Swansea Pet Feb 24 Ord Feb 24
PRICE, ROBERT, Mile Oak, Portslade, Sussex, Dealer Brighton Pet Feb 8 Ord Feb 22
RAMSDEN, HENRY NOBLE, Leeds, Dentist Leeds Pet Feb 22 Ord Feb 22
ROBERTS, HENRY, Cwmavon, Glam, Platelayer Neath Pet Feb 24 Ord Feb 24
SALVIDGE, WILLIAM, Ailer, nr Langport, Somerset, Farmer Yeovil Pet Feb 22 Ord Feb 22
SCHUTT, A, & Co, Bradford, Yarn Agents Bradford Pet Feb 5 Ord Feb 23
SMITH, DRIVER GREENWOOD, Halifax, Painter Halifax Pet Feb 23 Ord Feb 23
STEPHENS, GEORGE WILLIAM, Southport, Confectioner Liverpool Pet Feb 22 Ord Feb 22
SUTCLIFFE, HIRST, Batley, Yorks, Hosiery Agent Dewsbury Pet Feb 23 Ord Feb 23
WARDELL, ROBERT, Bridlington, Yorks, Schoolmaster Scarborough Pet Feb 24 Ord Feb 24
WILLIAMS, HERBERT WYNNE, Llanfaelog, Ty Croes, Anglesey, Grocer Bangor Pet Feb 22 Ord Feb 22
WOOLCOCK, H T, Brighton, Draper Brighton Pet Feb 9 Ord Feb 24

Amended Notice substituted for that published in the London Gazette of Jan 29 and Feb 23:

LOCKWOOD, GEORGE WALLER WATSON, Forest Hill rd Honor Oak, Clerk High Court Pet Jan 26 Ord Jan 26

FIRST MEETINGS.

ATTWOOLL, WILLIAM ANGEL, Easton, Portland, Grocer March 8 at 4.30 Crown Hotel Weymouth
BAKER, JOHN EDWARD, Edge Hill, Liverpool, Cart Owner March 8 at 12 Off Rec, 35, Victoria st, Liverpool
BARCLAY, HENRY JAMES, Silverdale, Sydenham March 8 at 12 132, York rd, Westminster Bridge
BEAUMONT, HUBERT BLACKETT, Delph, Yorks March 19 at 12.30 Off Rec, Greaves st, Oldham
BELAS, ARTHUR, Endsleigh gdns, Euston sq, Company Traffic Manager March 9 at 1 Bankruptcy bldgs, Carey st
BLUNDELL, JOHN, Linslade, Bucks, Undertaker Mar 6 at 12 Off Rec, Bridge st, Northampton
BOWN, JAMES, Abergavenny, Mon, Grocer Mar 9 at 12 Nevill Rooms, Nevill st, Abergavenny, Mon
BROWNE, EDGAR GRIFFITHS, Swindon, Grocer Mar 6 at 12 Off Rec, 38, Regent circus, Swindon
BUCKLEY, SAMUEL, Lees, Lancs, Confectioner Mar 19 at 11 Off Rec, Greaves st, Oldham
BURGESS, GEORGE, Bradford, Builder Mar 8 at 11 Off Rec, 12, Duke st, Bradford
CARTER, SAMUEL JOHN, Walsall, Glass Dealer Mar 9 at 11.30 Off Rec, Wolverhampton
CLOSE, WILLIAM HENRY, Lincoln, Builder Mar 9 at 12 Off Rec, 31, Silver st, Lincoln
COOK, JOHN THOMAS, Small Heath, Birmingham, Greengrocer Mar 11 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
CORNOCK, ALBERT EDWARD, Leeds, Grocer Mar 8 at 11.30 Off Rec, 24, Bond st, Leeds
DAVIES, HUGH, Abercynon, Collier Mar 9 at 11 Off Rec, Post Office chmbrs, Pontypridd
DEWSBURY, LOUIS, Royton, Lancs, Grocer Mar 19 at 11.30 Off Rec, Greaves st, Oldham
EARTHY, FREDERICK WILLIAM, Bury St Edmunds, Tailor Mar 10 at 2 Off Rec, 36, Princes st, Ipswich
GRAHAM, GEORGE VALENTINE, Kendal, Westmorland, Tailor Mar 6 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
GREAVES, P S, Sale, Cheshire, Ironmonger Mar 6 at 10.30 Off Rec, Byrom st, Manchester
HALL, JAMES, Staveley, Derby, Blacksmith March 6 at 11 Off Rec, 47, Full st, Derby
HANBY, THOMAS ROE, Bradford, Jeweller March 9 at 3 Off Rec, 12, Duke st, Bradford
HARRIS, ALBERT, Walmer, Kent, Fruiterer March 6 at 10.30 Off Rec, 68A, Castle st, Canterbury
HILL, GEORGE EDWARD JAMES, Lowton, Lancs, Nurseryman March 10 at 3 Off Rec, 19, Exchange st, Bolton
HODGES, WILLIAM, Gloucester, Surgeon March 6 at 3 Off Rec, Station rd, Gloucester
HOLYFIELD, HENRY, jun, Notley Mill, Long Crendon, Bucks, Miller March 6 at 12 1, St Aldates, Oxford
JOHNSON, WILLIAM HENRY, Holme, Manchester, Confectioner March 6 at 11 Off Rec, Byrom st, Manchester
JONES, THOMAS, Llancarfan, nr Cowbridge, Glam, Farmer March 9 at 10 Off Rec, 117, St Mary st, Cardiff
LEVY, MORRIS LAURENCE, Sparkhill, Worcester, Phonograph Dealer March 11 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
MCHARDY, JAMES, Beaumont cres, West Kensington March 9 at 2.30 Bankruptcy bldgs, Carey st
MUNDY, DAVID, Wotton under Edge, Glos, Boot Dealer March 6 at 12 Off Rec, Station rd, Gloucester
PALMER, ALFRED EDWARD, Saul, Glos, Insurance Agent March 6 at 3.30 Off Rec, Station rd, Gloucester
PINKETT, WILLIAM, Bulwell, Nottingham, Fish Dealer March 9 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham
PITCHFORD, GEORGE DAVIES, Kinnerton, Flint, Farmer Mar 8 at 12 Crypt chmbrs, Eastgate row, Chester

PAICE, ROBERT, Mile Oak, Portslade, Sussex, Dealer in Farm Produce Mar 8 at 12 Off Rec, 4, Pavilion bldgs, Brighton

RAMSDEN, HENRY NOBLE, Leeds, Dentist Mar 8 at 11 Off Rec, 24, Bond st, Leeds

RUSHTON, WILLIAM, Openshaw, Manchester, Baker Mar 6 at 10.45 Off Rec, Byrom st, Manchester

SCHUTT, A, & Co, Bradford, Yarn Agents Mar 9 at 11 Off Rec, 19, Duke st, Bradford

SMITH, DRIVER GREENWOOD, Halifax, Painter Mar 11 at 10.45 County Court, Prescott st, Halifax

STEPHENS, FREDERICK BOLTON, West Drayton, Clerk Mar 9 at 3 14, Bedford row

STUBBS, SAMUEL, ROBERT STUBBS, and JOHN JAMES STUBBS, Runcorn, Cheshire Mar 6 at 11.30 Off Rec, Byrom st, Manchester

VEAL, WALTER MONTAGUE, Lichfield, Staffs, Licensed Victualler Mar 9 at 11 Off Rec, Wolverhampton

WEBBE, PERCY JULIAN, Whitby, York, Theatrical Manager Mar 9 at 11.30 Off Rec, Court chmbrs, Albert rd Middlesbrough

WHITE, EDWARD EDWIN, Woking, Draper Mar 8 at 11.30 132, York rd, Westminster Bridge

WINN, MATHEW, Bassingham, Lincs, Blacksmith Mar 10 at 12 Mr A J Franks, 24, Lombard st, Newark on Trent

YATES, JAMES HARTLEY, Pwllheli, Carnarvon, Hotel Keeper Mar 8 at 12.30 Crypt chmbrs, Eastgate row, Chester

ADJUDICATIONS.

ATTWOOLL, WILLIAM ANGEL, Easton, Portland, Dorset, Grocer Dorchester Pet Feb 1 Ord Feb 24

BACKHOUSE, ELIZABETH, Meopham, Kent, Farmer Rochester Pet Feb 4 Ord Feb 22

BALL, WILLIAM WHORMBY, Morecambe, Grocer Preston Pet Feb 24 Ord Feb 24

BARKER, HERBERT, Cleethorpes, Stableman Great Grimsby Pet Feb 23 Ord Feb 23

BARNBY, HERBERT, Kingston upon Hull, Commission Agent Kingston upon Hull Pet Feb 24 Ord Feb 24

BEAUMONT, HUBERT BLACKETT, Delph, Yorks Oldham Pet Feb 22 Ord Feb 22

BLUNDELL, JOHN, Linslade, Bucks, Undertaker Luton Pet Feb 22 Ord Feb 22

BURCH, JEREMIAH, Ashford, Kent, Hop Factor's Agent Canterbury Pet Feb 23 Ord Feb 23

CARTER, HERBERT, Brooklands, Little Bispham, Blackpool, Lancs, Engineer Preston Pet Feb 24 Ord Feb 24

COLE, HERBERT EDWARD, Ynysddu, Mon, Outfitter Newport Mon Pet Feb 22 Ord Feb 22

CORNOCK, ALBERT EDWARD, Halton Hill, nr Leeds, Grocer Leeds Pet Feb 22 Ord Feb 22

CROSS, GEORGE, Green st, Upton Park, Fruiterer High Court Pet Jan 20 Ord Feb 24

DADSON, HENRY HADEN, East Twickenham, Manager of Dadson Nursing Homes Brentford Pet Dec 21 Ord Feb 22

DAVIES, HUGH, Abercynon, Glam, Collier Pontypridd Pet Feb 22 Ord Feb 22

DYER, WILLIAM POULTER, Finsbury sq, Surveyor High Court Pet Jan 26 Ord Feb 23

FINER, MAX, Chapel st, Islington, Draper High Court Pet Jan 28 Ord Feb 22

FOWLER, GEORGE FREDERICK JOHN, Eastbourne, Marble Polisher Eastbourne Pet Feb 23 Ord Feb 23

GEE, GEORGE GIBSON, Arnold, Notts, Butcher Nottingham Pet Feb 22 Ord Feb 22

GREAVES, P S, Sale, Chester, Ironmonger Manchester Pet Jan 29 Ord Feb 22

HALL, WILLIAM HUNTER, Blackpool, Builder Preston Pet Feb 23 Ord Feb 23

HANBY, THOMAS ROE, Bradford, Jeweller Bradford Pet Feb 22 Ord Feb 22

HARRIS, SAMUEL, Abbey Foregate, Shrewsbury, Coal Merchant Shrewsbury Pet Feb 20 Ord Feb 24

HILL, GEORGE EDWARD JAMES, Lowton, Lancs, Nurseryman Bolton Pet Feb 24 Ord Feb 24

HOARE, ALBERT EDWARD, Branksome, Dorset, Builder Poole Pet Feb 5 Ord Feb 23

HOWSON, JOHN PEARSON, Woore, Salop, Tea Dealer Hanley Pet Feb 23 Ord Feb 23

HUGHES, MAJOR, Sunderland, Boot and Shoe Dealer Sunderland Pet Jan 12 Ord Feb 24

KOPELANSKY, HARRY, King st, Hammersmith, Tobacco Dealer High Court Pet Jan 23 Ord Feb 23

LADBURY, ROBERT BOULTON, Redditch, Worcester, Grocer Birmingham Pet Feb 22 Ord Feb 23

LINNELL, HERBERT WILLIAM, Clapham, Ironmonger Wandsworth Pet Feb 18 Ord Feb 23

MERRILL, JOHN WILLIAM, Sheffield, Toy Merchant and Importer Sheffield Pet Feb 23 Ord Feb 23

MERRY, JOHN, Nuneaton, Warwick, Baker Coventry Pet Jan 22 Ord Feb 22

MUNDY, DAVID, Wotton under Edge, Glos, Boot Dealer Gloucester Pet Feb 4 Ord Feb 23

NEWMAN, CHRISTOPHER, Colchester, Hairdresser Colchester Pet Feb 22 Ord Feb 22

OGDEN, RICHARD ARTHUR, Blackburn, Grocer Blackburn Pet Feb 22 Ord Feb 22

PALMER, ALFRED EDWARD, Saul, Glos, Insurance Agent Gloucester Pet Feb 22 Ord Feb 22

PHILLIPS, WILLIAM, Swansea, Labourer Swansea Pet Feb 24 Ord Feb 24

RAMSDEN, HENRY NOBLE, Leeds, Dentist Leeds Pet Feb 22 Ord Feb 22

ROBERTS, HENRY, Cwmavon, Glam, Platelayer Neath Pet Feb 24 Ord Feb 24

SALVAGE, WILLIAM, Bakers Farm, Aller, Somerset, Farmer Yeovil Pet Feb 22 Ord Feb 22

SARGENS, PHILIP ARMFIELD, and JOSEPH ARMFIELD SARGENT, South st High Court Pet Jan 28 Ord Feb 20

SMITH, DRIVER GREENWOOD, Halifax, Painter Halifax Pet Feb 23 Ord Feb 23

SMITH, FREDERICK AUGUSTUS, Bermondsey, Leather Merchant High Court Pet Jan 29 Ord Feb 23

STEVENS, GEORGE WILLIAM, Southport, Lancs, Confectioner Liverpool Pet Feb 22 Ord Feb 22

WARDELL, ROBERT, Bridlington, Yorks, Schoolmaster Scarborough Pet Feb 24 Ord Feb 24

WILLIAMS, HERBERT WYNNE, Llanfaelog, Ty Croes, Anglesey, Grocer Bangor Pet Feb 22 Ord Feb 22

Amended Notice substituted for that published in the London Gazette of Oct 23:

SCHNEIDER, HEINRICH WILHELM, Cottenham rd, Upper Holloway, Baker High Court Pet Oct 19 Ord Oct 19

Amended Notice substituted for that published in the London Gazette of Feb 19:

LEVY, MAURICE LAURENCE, Sparkhill, Worcester Birmingham Pet Feb 15 Ord Feb 15

ADJUDICATION ANNULLED.

DOWNER, GEORGIANA RHODA, Gosport, Hants, Flower Grower Portsmouth Adjud Sept 7, 1908 Annul Feb 22, 1909

London Gazette.—TUESDAY, March 2.

RECEIVING ORDERS.

AUSTIN, ALFRED ALEXANDER, jun, and REGINALD GEORGE FIRMAN, Norwich, Cabinet Makers Norwich Pet Feb 26 Ord Feb 26

BAINES, WILLIAM JAMES, Tebay, Westmorland, Licensed Victualler Kendal Pet Feb 26 Ord Feb 26

BURROUGH, JOHN, Rathbone st, Canning Town, Van Builder High Court Pet Feb 26 Ord Feb 26

CAMMACK, JOHN FRANCIS JEFFERY, St Margaret's mans, Fulham Cross, Chemist High Court Pet Feb 26 Ord Feb 26

CHARLESWORTH, VIOLET MAY GORDON, Bod Erw, St Asaph, Flint High Court Pet Jan 29 Ord Feb 25

CHILD, ROBERT, Wycombe End, Beaconsfield, Builder Aylesbury Pet Feb 26 Ord Feb 26

CLARE, WILLIAM, jun, Ashby, Lincs, Baker Great Grimsby Pet Feb 26 Ord Feb 26

CLARKE, WILLIAM GEORGE, Lingwood, Norfolk, House Furnisher's Assistant Norwich Pet Feb 25 Ord Feb 25

COCKRILL, JOSEPH JAMES, Gorleston, Suffolk, Builder Great Yarmouth Pet Feb 27 Ord Feb 27

CURRIE, JAMES, Blackley, Manchester, Provender Merchant Manchester Pet Feb 26 Ord Feb 26

DEE, ALICE LOUISA, East Halton, Lincs, Corn Merchant Gt Grimsby Pet Feb 26 Ord Feb 26

EVANS, WILLIAM, Banwen Onllwyn, nr Neath, Glam, Collier Neath Pet Feb 26 Ord Feb 26

GILLINGHAM, CHARLES, Combe St Nicholas, Somerset, Licensed Victualler Taunton Pet Feb 27 Ord Feb 27

GINSBURG, HENRY, Commercial st, Whitechapel, Manufacturer's Agent High Court Pet Feb 4 Ord Feb 26

GOODHIND, ARTHUR, Horsforth, nr Leeds, Grocer Leeds Pet Feb 26 Ord Feb 26

GRAY, ARCHIBALD, Lympne, Kent, Farmer Canterbury Pet Feb 22 Ord Feb 25

GRIFFITHS, GRIFFITH, TYMAWR, Criccieth, Carnavon Portmadoc Pet Feb 25 Ord Feb 25

GWILLIAM, ARTHUR MARTIN, Newport, Mon, Soft Furnisher Newport, Mon Pet Feb 27 Ord Feb 27

HAMMOND, GEORGE, Brighton, Dairyman Brighton Pet Feb 25 Ord Feb 25

HAWKINS, JOHN LANE, Earl's Court High Court Pet Feb 3 Ord Feb 26

HERBERT, ARTHUR HENRY and GEORGE JOHNSON WEBB, Manchester, Engineer's Agents Manchester Pet Feb 22 Ord Feb 25

ILLSTON, THOMAS, Moorside, Swinton, Lancs Manchester Pet Feb 25 Ord Feb 25

JONES, THEODORE, Belsize rd, Hampstead High Court Pet Dec 31 Ord Feb 26

KITCHENER, JOHN THOMAS, Olney, Bucks, Boot Manufacturer Northampton Pet Feb 27 Ord Feb 27

LOCKWOOD, HERBERT ARMITAGE, Leeds, Warehouseman Leeds Pet Feb 24 Ord Feb 24

MCGINNIS, PETER, Market Rasen, Lincs, Buildet Lincoln Pet Feb 25 Ord Feb 25

MACHRAY, MADELINE HAVARD, Bath, Fish Dealer Bristol Pet Feb 27 Ord Feb 27

MAGUIRE, JOSEPH, Brighton, Marine Store Dealer Brighton Pet Feb 27 Ord Feb 27

MARSDIN, CHARLES, York York Pet Feb 26 Ord Feb 26

MIDDLETON, WALTER, Mattishall, Norfolk, Carpenter Norwich Pet Feb 27 Ord Feb 27

MORGAN, JOHN, Maesteg, Glam, Collier Cardiff Pet Feb 26 Ord Feb 26

PEARSON, JAMES HENRY, Kingston upon Hull, Venetian Blind Maker Kingston upon Hull Pet Feb 26 Ord Feb 26

PETTET, HENRY JOSEPH PARTRIDGE, Deal, Fish Salesman Canterbury Pet Feb 27 Ord Feb 27

RAVENHILL, HORATIO THOMAS, East Molesey, Surrey, Laundryman Kingston, Surrey Pet Feb 26 Ord Feb 26

ROBBINS, GEORGE, Lowestoft, Plumber Great Yarmouth Pet Feb 25 Ord Feb 25

RYLAND, SAMUEL, Southampton, Builder Southampton Pet Feb 5 Ord Feb 25

SMITH, HARRY JAMES, Slough, Grocer Windsor Pet Feb 26 Ord Feb 26

THOMAS, JOHN, Barollon, St Ives, Cornwall, Farmer Truro Pet Feb 27 Ord Feb 27

TODD, A MAXWELL, Paington, Devon High Court Pet Feb 20 Ord Feb 25

WARE, ARTHUR, Donnington, Yorks, Grocer York P Feb 24 Ord Feb 24

WORTHINGTON, WILLIAM, Oldham, Saddler, Oldham Pet Feb 26 Ord Feb 26

FIRST MEETINGS.

ATKINSON, JOHN, Batley, Yorks, Confectioner Mar 11 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

BALL, WILLIAM WHORMBY, Morecambe, Grocer Mar 12 at 10 Off Rec, 13, Winckley st, Preston

BARKER, HERBERT, Cleethorpes, Stableman Mar 10 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

BARNBY, HERBERT, Kingston upon Hull, Commission Agent Mar 10 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull

BENJAMIN, CECIL, Shirenewton, Mon, Licensed Victualler Mar 10 at 11.30 Off Rec, 144, Commercial st, Newport, Mon

BURCH, JEREMIAH, Ashford, Kent, Hop Factor's Agent Mar 10 at 10.30 Off Rec, 68A, Castle st, Canterbury

BURROUGH, JOHN, Rathbone st, Canning Town, Van Builder Mar 11 at 11 Bankruptcy bldgs, Carey st

CAMMACK, JOHN FRANCIS JEFFERY, St Margaret's mans, Fulham Cross, Chemist Mar 11 at Bankruptcy bldgs, Carey st

CHARLESWORTH, VIOLET MAY GORDON, Bod Erw, Bu[illegible]nh, Flintshire Mar 12 at 11 Bankruptcy bldgs, Ca[illegible]y st

CHARLTON, ALFRED JOHNSON, Brynderw, Johnstown, Ruabon, Denbigh, Wagon Builder Mar 10 at 12.30 Crypt chmbrs, Eastgate row, Chester

CLAXTON, ALBERT, Reddish, Lancs, Salesman Mar 10 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

COLE, HERBERT EDWARD, Ynysddu, Mon, Outfitter Mar 10 at 12 Off Rec, 144, Commercial st, Newport, Mon

DALE, JOHN, Mold, Flint, Furnisher Mar 10 at 11.45 Crypt chmbrs, Eastgate row, Chester

FENNER, AUGUSTUS JAMES, Blackheath, Chemist Mar 10 at 11.30 132, York rd, Westminster Bridge

FENSOME, WILLIAM, Luton, Insurance Agent Mar 10 at 11 Off Rec, Bridge st, Northampton

FENTON, ARTHUR, Solihull, Warwick, Clerk Mar 15 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

FFRENCH, ROBERT JOHN, Burton upon Trent, Boot maker Mar 10 at 11 Off Rec, 47, Full st, Derby

FOSTER, WILLIAM THOMAS, Twyford, Berks, Plumber Mar 11 at 11.30 Queen's Hotel, Reading

FOWLER, GEORGE FREDERICK JOHN, Eastbourne, Boarding House Keeper Mar 10 at 12 Off Rec, 4, Pavilion bldgs, Brighton

GEE, GEORGE GIMSON, Arnold, Notts, Butcher Mar 11 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

GOODHIND, ARTHUR, Holbeck, nr Leeds, Grocer Mar 11 at 11 Off Rec, 24, Bond st, Leeds

HALL, WILLIAM HUNTER, Blackpool, Builder Mar 12 at 10 30 Off Rec, 13, Winckley st, Preston

HAMMOND, GEORGE, Brighton, Dairyman Mar 11 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

HAWKINS, JOHN LANE, The Mansion, Earls Court Mar 10 at 12 Bankruptcy bldgs, Carey st

HILL, FREDERICK, Burton on Trent, Baker Mar 11 at 12 Midland Hotel Burton on Trent

HOWSON, JOHN PEARSON, Woore, Salop, Tea Dealer Mar 11 at 11.30 Off Rec, King st, Newcastle, Staffs

INGER, ARTHUR ROBERT, Winshill, Derby, Confectioner Mar 11 at 11.30 Midland Hotel, Station st, Burton on Trent

JONES, JAMES, Northingtown, Worcester, Hop Grower Mar 12 at 11.30 Off Rec, 11, Copenhagen st, Worcester

JONES, THEODORE, Belsize rd, Hampstead March 10 at 11 Bankruptcy bldgs, Carey st

KITCHENER, JOHN THOMAS, Olney, Bucks, Boot Manufacturer March 12 at 11.30 Off Rec, Bridge st, Northampton

LADBURY, ROBERT BOULTON, Redditch, Worcester, Grocer March 16 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

LOCKWOOD, HERBERT ARMITAGE, Leeds, Warehouseman March 10 at 11 Off Rec, 24, Bond st, Leeds

MARSDIN, CHARLES, York March 12 at 3 Off Rec, Red House, Duncombe pl, York

MORGANS, DAVID, Moyddinuchaf, Llanarth, Cardigan, Farmer Mar 10 at 12.30 Off Rec, 4, Queen st, Carmarthen

NEWMAN, CHRISTOPHER, Colchester, Hairdresser Mar 12 at 11 Cups Hotel, Colchester

PANK, WILLIAM HENRY, Swansea, Colliery Agent Mar 10 at 11 Off Rec, Government bldgs, Frog st, Swansea

PAYNE, FREDERICK CHARLES LYCETT, Sutton Coldfield, Warwick, Baker Mar 16 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

PHILLIPS, WILLIAM, Swansea, Labourer Mar 10 at 12 Off Rec, Government bldgs, Frog st, Swansea

RAVENHILL, HORATIO THOMAS, East Molesey, Surrey, Laundryman Mar 10 at 12 132, York rd, Westminster Bridge

ROBERTS, HENRY, Cwmavon, Glam, Platelayer Mar 11 at 11 Off Rec, Government bldgs, Frog st, Swansea

ROWLANDS, JOHN DAVIES, Ty Ucha, Mold, Flint, Grocer Mar 12 at 12 Crypt chmbrs, Eartgate row, Chester

RYLAND, SAMUEL, Southampton, Builder Mar 10 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton

SALVIDGE, WILLIAM, Aller, nr Langport, Somerset, Farmer Mar 11 at 1 Off Rec, City chmbrs, Catherine st, Salisbury

SPILMAN, JAMES, Keadby, Lincs, Farmer Mar 10 at 12 Off Rec, Figtree ln, Sheffield

STEVENS, GEORGE WILLIAM, Southport, Lancs, Confectioner Mar 10 at 11 Off Rec, 35, Victoria st, Liverpool

STEVENS, HENRY GEORGE, Reading, Timber Merchant Mar 11 at 12 Queen's Hotel, Reading

SUTCLIFFE, HIRST, Batley, Yorks, Hosiery Agent Mar 11 at 12 Off Rec, Bank chmbrs, Corporation st, Dewsbury

TARGETT JOHN CHARLES, Reading March 10 at 12 Queen's Hotel, Reading

TODD, A MAXWELL, Cromwell rd, Kensington, Paignton, Devonshire, Gentleman March 10 at 12 Bankruptcy bldgs, Carey

TRUSCOTT, MARK, and REES DENNING, Llantarnam, nr Newport, Mon, Builders March 10 at 11 Off Rec, 144, Commercial st, Newport, Mon

WARDELL, ROBERT, Bridlington, York, Schoolmaster March 11 at 4 Off Rec, 48, Westborough, Scarborough

WARE, ARTHUR, Dunnington, York, Grocer March 10 at 3 Off Rec, The Red House, Duncombe pl, York

WILLIAMS, WILLIAM, Gegin Ddu, Brynsiencyn, Anglesey, Farmer March 11 at 3 Prince of Wales Hotel, Carnarvon

WORTHINGTON, WILLIAM, Oldham, Saddler March 19 at 3 Off Rec, Greaves st, Oldham

PRUDENTIAL ASSURANCE COMPANY, LIMITED.
CHIEF OFFICE:
HOLBORN BARS, LONDON.

Invested Funds exceed £72,000,000.

Summary of the Report presented at the Sixtieth Annual Meeting, held on 4th March, 1909.

ORDINARY BRANCH.

The number of policies issued during the year was **80,379**, assuring the sum of **£7,614,698**, and producing a new annual premium income of **£440,376**. The premiums received during the year were **£4,616,337**, being an increase of **£135,960** over the year 1907. The claims of the year amounted to **£2,812,962**. The number of deaths was **8,389**, and **15,322** endowment assurances matured.

The number of policies in force at the end of the year was **866,797**.

INDUSTRIAL BRANCH.

The premiums received during the year were **£6,925,755**, being an increase of **£264,124**. The claims of the year amounted to **£2,670,345**, including **£72,696**, the proportion of bonus paid since the date of the last Annual Meeting. The number of claims and surrenders, including **4,355** endowment assurances matured, was **310,722**. The number of free polices granted during the year to those policyholders of five years' standing and upwards who desired to discontinue their payments, was **145,261**, the number in force being **1,395,929**. The number of free policies which became claims during the year was **40,094**.

The total number of policies in force at the end of the year was **17,963,127**; their average duration exceeds eleven and a quarter years.

The assets of the Company, in both branches, as shewn in the balance sheet, are **£71,958,859**, being an increase of **£3,952,575** over those of 1907.

In the Ordinary Branch a reversionary bonus at the rate of **£1 12s.** per cent. on the original sums assured has again been added to all classes of participating policies issued since the year 1876.

The Directors are pleased to announce an increase in the Industrial Branch bonus. All policies of over five years' duration which become claims either by death or maturity of endowment from the 5th of March, 1909, to the 3rd of March, 1910, both dates inclusive, will participate. This bonus will be paid by way of addition to the sums assured of:—

£5 per cent. on all policies becoming claims upon which at least five but less than ten years' premiums have been paid.
£10 per cent. on all policies becoming claims upon which at least ten but less than twenty years' premiums have been paid, and
£12 10s. per cent. on all policies becoming claims upon which at least twenty years' premiums have been paid.

Messrs. Deloitte, Plender, Griffiths & Co. have examined the securities, and their certificate is appended to the balance sheets.

D. W. STABLE, J. SMART, *Joint Secretaries.*
FREDK. SCHOOLING, A. C. THOMPSON, *Joint Managers.*

The full Report and Balance Sheet can be obtained upon application.